



**Stevensville Town Council Meeting**  
**Agenda for**  
**THURSDAY, APRIL 22, 2021**  
**7:00 PM**  
**NVPL Community Room – 208 Main Street**

*The Town of Stevensville live streams Town Council and board meetings on our website at <http://www.townofstevensville.com/meetings>*

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
  - a. March 11, 2021 Meeting Minutes
5. Approval of Bi-Weekly Claims
  - a. Claims #16534-#16716
6. Administrative Reports
7. Guests
8. Correspondence
9. Public Hearings
  - a. Zoning change application for Ilamar properties from R-1 to R-2
  - b. Zoning change application for a portion of the Twin Creeks subdivision from R-1 to R-2
10. Unfinished Business
  - a. Discussion/Decision: Project plans for the Jean Thomas Parks Beautification Fund
11. New Business
  - a. Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential
  - b. Discussion/Decision: First Reading of Ordinance No. 168, re-zoning certain parcels from R1 to R2 Residential
  - c. Discussion/Decision: Re-phasing request for phases II & III of the Twin Creeks Subdivision
  - d. Consent Item - Discussion/Decision: Stevensville Airport Leases
  - e. Discussion/Decision: Lease Agreement for office space for the Stevensville Municipal Airport
  - f. Discussion/Decision: 2021-2023 Strategic Plan
  - g. **Executive/Closed Session:** Litigation discussion regarding Tribbensee v. Town of Stevensville  
*Pursuant to Section 2-3-203 of the Montana Code for the purpose of discussing legal matters per subsection (4) for the purpose of consultation with legal counsel and briefings by staff members, consultants or attorneys pertaining to actual or probable litigation concerning the matter named Tribbensee v Town of Stevensville.*
12. Executive Report
13. Town Council Comments
14. Board Reports

15. Adjournment

**Welcome to Stevensville Town Council Chambers**

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

**Guidelines for Public Comment**

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

**Thank you for observing these guidelines.**

**File Attachments for Item:**

- a. March 11, 2021 Meeting Minutes

**Stevensville Town Council Meeting Minutes**  
**for THURSDAY, MARCH 11, 2021**

1. Call to Order and Roll Call

Mayor Dewey called the meeting to order. Councilmembers Devlin, Ludington, Shourd and Vick were all present.

2. Pledge of Allegiance

3. Public Comments (Public comment from citizens on items that are not on the agenda)

No public comment.

4. Approval of Minutes

a. February 11, 2021 Meeting Minutes

b. February 25, 2021 Meeting Minutes

Mayor Dewey: introduced the minutes in front of them.

Councilmember Vick: I will make a motion.

Councilmember Devlin: 2<sup>nd</sup>

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin. Council discussion? Public comments. Hearing none we will call for the vote, Ms. Berthoud please call for the vote.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: motion passes.

5. Approval of Bi-Weekly Claims

a. Claims #16582- #16617

Mayor Dewey: introduced the bi-weekly claims.

Councilmember Vick: I will make a motion.

Councilmember Shourd: 2<sup>nd</sup>.



Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Mr. Shourd. Council questions or discussion?

Councilmember Shourd: I just have two questions; I saw that 16617 is Twin Creeks for 426.73 for lighting?

Mayor Dewey: so that is our monthly power bill for lighting for the streetlights.

Councilmember Shourd: I was just comparing it to Creekside, and it seems to be almost double, is there.

Mayor Dewey: they have more lights.

Councilmember Shourd: that makes sense.

Mayor Dewey: that is reduced, as a matter of fact that is reduced with the LED version, we are saving some money, as soon as they were installed, they dropped our power bill that day.

Councilmember Shourd: okay.

Mayor Dewey: any further questions on the claims from the council? Public comment? Hearing none we will call for the vote, Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: thank you.

## 6. Administrative Reports

Mayor Dewey: introduced the administrative reports to the council and highlighted in the Community Development that there is a new hot line for the building department to schedule inspections.

### a. Airport

Provided in the packet to the council.

### b. Community Development

Provided in the packet to the council.

### c. Finance

Provided in the packet to the council, Robert is out sick this evening.

### d. Fire Department

Provided in the packet to the council.

e. Parks & Recreation

There is not one, due to Bobby being on paternity leave.

f. Police Department

Interim Chief Ellington gave his report in person.

g. Public Works

Steve Kruse gave his report in person.

Councilmember Vick: the night that I had brought up that some people had brought up the quality of their water, how can they try to get a hold of you to set it up. To try and trouble shoot the issue, it seems like the issue is located on Buck Street and around that area.

Steve: that is what I understand, I have spoken with one individual and we requested a test that requires a special container that is arriving tomorrow and if it gets here on time we will go to that residence and taking water samples and sending them over.

Mayor Dewey: any further questions from the town council? Thank you, Mr. Kruse. That concludes administrative reports section of the agenda tonight

7. Guests

No guests.

8. Correspondence

No correspondence.

9. Public Hearings

No public hearings.

10. Unfinished Business

No unfinished business.

11. New Business

(item d moved to the top of the list of new business, decision follows)

d. Discussion/Decision: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates

Councilmember Vick: I would like to suspend council rules and move item (d) to the top of the list.

Mayor Dewey: just so we are clear, your motion is to suspend council rules and move agenda item (d) to the front of the list. Is there a 2<sup>nd</sup>?

Councilmember Devlin: I will 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin to suspend council rules and move agenda item (d) to the top of the list, any council discussion? Any public comment? Alright hearing none we will call for the vote, Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: aight motion passes, we will now take under consideration of new business item (d) Discussion/Decision: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates. (BFE) Based on our virtual meeting on Monday I don't think that it is the council's intent to make any sort of decision regarding BFE. As I can see this playing out, tonight you will meet on the subdivision ask questions of the developers maybe explain some of the expectations that you have for the subdivision and maybe explain further the expectations of the process that you have (unclear audio) just for reference consider the time that you have, consider the subdivision all together you have three more opportunities at the very least in the next couple of months. You have the March 25<sup>th</sup> town council meeting, you have a special town council meeting that is scheduled for April 1<sup>st</sup> and then you have your April 8<sup>th</sup> council meeting as well and of course you have your second council meeting, so you do have many opportunities over the next council meetings if there are any meetings in addition to those council meetings you find necessary we just need to know that so we can get those scheduled on the calendar and coordinate facility use here in this room, so just keep those in mind if you would. And from there it sounds like the developers from PCI do have a presentation

Councilmember Devlin: my remark into my vision of how this process should go. There are a lot of questions that are out there. When there is answer to a question it leads to more questions. We are not in a position to have questions answered, we are not in a position to facilitate a question and answer so to speak I would like to see the developer not maybe just you two come and have an open meeting for the community that gives an ample opportunity to ask those questions of the developer and get some hard core answers get more a personal vetting where you know we have public hearing where we have all these questions and we have all these questions and then we try to ask these questions and then we try get the answers for the community and it just does not work, this is just too big of a project. In my opinion at this time this is not a viable proposal that you have proposed so I would really like to see, I would like to see the developer do his due diligence at the end of the day we have to be able to look at the community members and say that this is going to be okay, this project is going to be okay and I don't feel that I can say that at this time. So, if we need to make a decision in the near future, I can't do that.

Councilmember Vick: I have something similar to say as well, I think we heard last week pretty much 30 to 1, our people here and our business here don't want to see a C-2 section out there. I do understand the reasoning behind wanting to put it out there I think in some places it would be good in a place rather than Stevensville would be a great place. The concern is that the

people that currently live in Creekside when they bought their homes they were told that a development that would be going in there would be very similar to what they are in right now and then it turns around and they are getting something completely different, but I would really like, as far as water rights go I know that is being resolved and everything and even though we are in a space that DNRC can approve a permit to appropriate water, all though rights are still being contested in water court we can still get a permit for the water that we do have a right for. For new wells and what not, but the biggest concerns are current water capacity, current sewer capacity who is going to pay for it, around 30,000 dollars for a project we are going to look at paying multi million dollars to upgrade these things. Our current residents should not be paying for this.

Mayor Dewey: I am wondering where you got the \$30,000 estimate.

Councilmember Vick: the \$200.00 per lot.

Mayor Dewey: you are speaking in terms of traffic improvements not water/sewer improvements.

Councilmember Vick: that is what I meant.

Councilmember Shourd: I would like to echo some of what Jaime said, I think we need more meetings to inform the public whether that is public hearings or organized by you having the public to have an opportunity to ask questions and get answers.

Mayor Dewey: one thing in my opening that I failed to mention was if the council would entertain the opportunity, I would like to have the opportunity for the public works department to resubmit a supplemental staff report given there has been a change in our public works department and just provide whatever review Mr. Kruse wants to provide on the subdivision. (unclear audio) if the council would entertain this, it is apparent that the town needs to do a better job educating on the water and sewer and we can address some of that in a staff report and we could also shed some light for the council.

Councilmember Devlin: I am not necessarily opposed to that I think we are needing some other reports not necessarily from the town, traffic reports some other clarifications maybe can be done a little bit. I don't think we stop having that report rewritten.

Mayor Dewey: sure, I am speaking to involvement in the project, but we look to address infrastructure concerns I think our new public works director should have an opportunity to share his thoughts with the town council in a staff report.

Councilmember Vick: I can't move forward with a serious consideration; I would need something definite from DNRC about the water rights something from the attorney's, something from the state of Montana saying that we have water rights and use for that area.

Mayor Dewey: that would only happen in the form of a permit. That is what the permit does, we can provide water rights abstracts as long as the day is, we have plenty of those proving the rights that we own, having DNRC commit to permitting our rights through the well field that is exactly what the permitting process is and what we are doing currently. That permit is that hard evidence that proves we have water under the ground that we own.

Councilmember Shourd: my concerns are the traffic impacts. I haven't seen discussion in regard to how much traffic is going to be on Main Street. Traffic comes down burnt fork what does that look like. Another one of my concerns and I don't see is in regard to storm water where is that going and how is that impacting the east side of town.

Councilmember Ludington: I don't disagree with the council is asking for I think that it is appropriate. I guess I come at this at this from a different angle (unclear audio) a lot of the infrastructure questions (unclear audio) and resolve some of those issues if we hadn't proceeded we wouldn't have really known that those issues occurred I guess what I am trying to say is I don't want to put the cart before the horse here we are just getting the process started there are a lot of hoops the council will have to jump through before they are able to turn a shovel or they sell a lot. They have been through basically a year long process already and COVID didn't help with that but there are a lot of issues that need to be resolved also. Part of my opinion is we can decide who is going to pay for that until those issues are resolved. If we want to wait until approval of this subdivision and get answers on how that is done if we want to approve the subdivision with conditions of these approvals the developer will be paying for it. So, we kind of have to weigh those facts along the way there are a lot of things that have to happen before they are able to proceed they are certainly not going to be able to build a house before they obtain a permit for storm water we are certainly not going to be able to put in houses and build things before they can determine the waste water would be sufficient and I am well on board with the water rights that are currently struggling for decades I think I have told the council before in the short time that I was mayor I was at a meeting with Andy with DNRC when PCI was representing the town and sat there with a representative from DNRC and said we just need more from you guys and we said what do you want and he looked me straight in the eyes and said right now I cant tell you. So, what do you do then? What do you do when a guy who says you need to get me more information and he won't tell me what the information is? So, that is the kind of thing that we are dealing with yeah, I would certainly like to see that, and I would certainly like to see the developer help us with that or we can do it on our own. I can see that we should share some of this economical piece with the developer. (unclear audio)

Mayor Dewey: would the council entertain the presentation that PCI has prepared? If is different from the presentation at the public hearing and in fact it is a different presenter. Let's go ahead and have...

Andy Mefford: introduced and gave his presentation to the council via a power point, the power point will be on the town's website in the Burnt Fork Estates section of the website.

Mayor Dewey: we will take a 7-minute break that was a lot to digest.

Mayor Dewey: we are going to reconvene with the council meeting, council left off with Discussion/Decision: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates developers and representative addressed the council with a presentation a wealth of information that presentation is already posted on the town's website on the Burnt Fork Estates page as well as tonight's meeting page. So, it is in two spots you can find it there in PDF format. With that I will give the council an opportunity to continue their discussion about the subdivision.

Councilmember Vick: I first want to say that I appreciate you taking the time to give that presentation I am not anti-growth at all the only thing that I stand for is citizens have been asking what not but how long mayor would it take for the public works director to prepare a staff report.

Mayor Dewey: we plan to expedite that to the public works director, Mr. Kruse and do a staff report and I think if we expedite it we could turn it around in ten days, plus or minus two.

Councilmember Devlin: I am just going to say a couple thing here I do appreciate the time as well to give that presentation there were a couple moments that the back of my neck got a little hot with some of the things that you were saying. And I guess when I get to the heart of this the people that you are speaking of are my neighbors in my neighborhood, the people that I visit with at their businesses I work along side of. In so when you make a remark it is a moot point. I don't think any of this is a moot point it is not the best choice of words to use. Yes, Creekside was it was approved for five phases and we understand that, and we understand that has expired and we have had to go at it a different way. What I don't think is understood is that was accepted in the form that it was now we have a new developer coming in that isn't following the same pattern as Creekside was and you admitted that. Why wouldn't you just continue that why wouldn't you not want to mirror what was accepted? Rather than coming in and saying it is a moot point and we can do whatever we want. I do appreciate how discussed the multi family, but what you are proposing is almost double what was proposed before in Creekside if I am understanding your numbers correctly. So I guess that is my biggest take away, I am not really looking for an answer on that I think it is just a point that I am trying to make is that when we are speaking about this community that obviously cherishes and loves this community that they are so passionate that they are willing to fight for this, we have to be really mindful of how they are perceiving things and yes I myself have been on the other end and have helped develop two subdivision and I understand that frustration but we also have to be mindful of the other side. And when you have people that have put their roots in here and have been told when they purchased their homes that the rest of the development is going to mirror Creekside and then we are in a position where it is not and while some would argue that it is not really your area were you have to defend that, right it is a new developer. I would argue that it is kind of your responsibility because people were told that they purchased their homes based on that and I don't think that we have the right to now go back and say it didn't happen we are going to go back anyway sorry about your luck. It is just a really sensitive area and yes you are entitled to an answer, but everybody is entitled to answers as well, right? You need a decision, but we need answers, so at some point I think we have to come to an agreement to agree to disagree now is not the time to make that decision lets like I stated before, lets give our community members the opportunity to ask those questions there are some hard ones that are full of emotion, but I think they are deserving of that.

Mayor Dewey: next.

Councilmember Shourd: is this an opportunity for remarks or questions as well of the developers?

Mayor Dewey: it is open in terms of what the council wants to do this can be a dialog between yourselves and the developer it can be a dialog amongst yourselves that is kind of the stage that

we are at right now. You guys are more than welcome to start the bus and how long this goes and what we do next.

Councilmember Shourd: I just have a couple of clarifying questions for the developers that I would like to ask. My question is about the flow chart that was put on the website the other day and the process of approval. Come somebody walk me through, we approve the neighborhood and all of a sudden everything is approved and the whole neighborhood goes up so I need a clear understanding of what needs to be done in those phases and I now that you touched on it earlier.

Mayor Dewey: why don't I pull up the chart that we published, Jenelle is going to have to navigate to it on our website because that is where it is just give me a quick moment I think that it is more appropriate that I review that from the towns perspective versus what the developer explained about the subdivision process I think that they are capable of doing so but I don't want to put them in a strange spot. Jenelle if you search on the website subdivision, okay we will set the mood for you and share my screen for the folks at home. So, this chart was developed based on the administration practice or past practice of subdivision review in our community and where we basically formalize the process is that past subdivisions have gone through in this community. Montana code does allow for some options that I will touch on when I get into the chart this is at least our rendition or our understanding of how this process should work as a community based on precedence set previously. So, starting right at the top we have the developer submitting the primary plat for review that was accomplished based on Mr. Medford's timeline April of 2020, Montana code tells the town of Stevensville that tells all municipalities that there are certain benchmarks that you have to meet in review I don't remember exactly what the review time is I think that it is close to 45 or 60 days between the submittal and the substantial review once we determine that application is sufficient for review and it has all of the information in it that it needs and checks the boxes then the clock starts to tick on about 80 days and that is the time frame that he refers to that was relaxed or kind of set back with Governor Bullocks directives in terms of how corona virus affected public process so that is part of the reason why we have gotten away with dragging this past a year. So, that part has been submitted for review the town staff has had a chance to reviews it and that is the work that resulted in the staff report that HDR helped us compile. So, we hear often it is called the HDR report it is not HDR's report on the subdivision it is the staffs feed back and the staffs review of the subdivision to which we hired HDR, we paid them handsomely, to compile all of those pieces and check with compliance in the growth policy and a number of other subdivision standards that the town has. From there we know that we have to go into a public notification and the recommendation process so there were a number of notification sent out in the letter regarding planning board meetings and council meetings so we have worked through that process, the town council has held there public hearings they still have the ability to call more hearings if they desire but you have done the number of hearings required to consider the proposal so now you are at this cross roads of approval of a preliminary plat or denial. If council decides to deny the preliminary plat, then the applicant has the option to revise and resubmit. As many times as they want provided that they pay a fee, but they could just say we are not going to do anything but basically that start at square one of the denial. You go down the road of approval then that is where things get a little bit more exciting in terms of process because

we get to throw the ball back into their court and they have to pull together the construction plans for the phase that they want to work on. So, from the pre-construction phase forward that happens with each, in the terms of BFE, that would happen with each of the seven phases, so we complete the loop and go back again. Complete the loop and go back again for each phase of the subdivision. So, when they approve the construction or when the council gets to review and approve the construction plans and the plans for condition, skipping ahead to the next box, when you get a chance to do that you say, we have enough water and sewer capacity to do that to do phase one that does not mean that they get to proceed through phase seven, right? We may not have capacity and capacity may change between phase one and phase five and whatever. And that is why today we don't have a rigid capacity analysis for this subdivision because by the time the subdivision is ready to turn the water main on the water capacity could look very different. Because it is literally fluid it changes right based on Burnt Fork Place based on another proposal that comes in, build out of other lots, Twin Creeks all of those pieces affect our capacity so it changes on a routine basis. So, there is that review process between pre phase construction and your chance to review and address concerns. It is not that all of these things happen between these next three bubbles before the review. The staff may come to the council multiple time and say we are trying to address this piece of the water main, is it a four-inch main or a six-inch main whatever it is right? We may come to council for some guidance before approval, right? I can remember in just the time frame that I have worked for the town and even prior to that we have been very familiar with Mr. Mefford coming to the podium discussing where we are in certain phases of the project before the final stamp came in. Twin Creeks was as well. Once you have approved the pre-construction stuff mind you the shovel has not turned yet still, we are still working on paperwork so when you bless that the construction phase begins and here is where there is a little bit of flexibility the towns practice has been you will not approve the final plat until everything is in the ground and certified and you like the way that it looks. Example would be when Twin Creeks was built there were issues with the asphalt when they did some drilling and did some core samples they found out that it was deficient in some areas we also found a sewer line I believe had a quirk to it in terms of jetting those issues had to be resolved before they could build anything on that subdivision and the reason for that was so the town got assurance that the infrastructure was solid before we started letting people live there. Where I talk about the flexibility Montana code does allow the town to approve final plat prior to them building the infrastructure and then there are some things that you can do to ensure that the infrastructure is there. So, there are some things there so this is based on past practice the construction begins that construction is completed by the developer the infrastructure is inspected and certified by the city staff by engineers all those things we are all happy honky dory we love the way the subdivision looks the final plat is reviewed and approved by the town council and it is recorded with the clerk and recorder those parcels then become legal lots that can then be built on. So, another thing is the town of Stevensville won't issue a building permit for a lot that is not a legal lot. So, that is another piece even if they were in construction phase and somebody came in and said well, they have my section of sidewalk and street done we want to build and come in for a building permit, until it is a legal lot, we won't give them a permit so there are some stop gaps in there as well.



Councilmember Shourd: thank you, my only other question regarding the building phase, it is my understanding from the planning and zoning phase one and two run together. Is that correct?

John Kellogg: I don't remember, it depends on how the calendar looks. But we could do phase one separate from phase two.

Councilmember Shourd: in regard to phase one and two the booster station has to be upgraded, who covers the cost of the upgrade?

Mayor Dewey: the developer would. But I think that the booster station is good for the first two phases I am recalling that. The booster station has a capacity and I think we will exceed that with the three and four phases of the development so they would be responsible for that above that, right. That is a good example of where it is fair because of their development the capacity is exceeded so that part makes sense, it is not a global issue right now there is enough capacity, so they are responsible to mitigate those impacts. If they refuse to do so they don't get approval.

Councilmember Ludington: subsequent to that I am looking at the planning and zonings recommendations for approval one of the things that is included in this that is not included in the flow chart is the planning and zoning is requiring that a public hearing is held before final approval of the plat of each phase so when we get to that point where the town staff thinks that they are ready for the developers have done what is necessary to look at final plat approval we have to have a public hearing so the public can see what has been done and what if anything is not sufficient for that to not happen. One of the other things that is in the approval is in the conditions is the existing water station located on lot C-12 should be upgraded before the issuance of final plat of phase four. Which of course the developer is required to do and as one of the things I have been doing some research on over the past few days is storm water and in comparison to what it was I was able to find a report that the town was able to obtain when we did Creekside Meadows in 2002 versus what is required now and it is five pages versus forty five pages so there is a lot of requirements to make sure that we don't push surface water downstream. Which is where Creekside is, they are down stream from BFE so that plan that has to be submitted and approved by the department of equality has to prove not just plan, prove that you are not going to get more surface water in the subdivision that is adjacent to this. So, that is not in my opinion an easy road to hoe which is why they are not planning on putting in a bunch of dry wells which is what they did in Creekside Meadows they just put in a bunch of dry wells and that is going to handle the run off well you cant do that anymore it is a substantial permit to get that and that is one of the things in the conditions of approval also. But they have that and phase one has got a big retention pond in it big area so they will have to have that plan in place and that permit in hand before they get to a shovel so they won't be able to shovel until that works and if it doesn't work we say wait a minute it is not working and people are going to see this happen before it happened to Mel Cook and we had to some substantial changes from it took a while but we were able to satisfy what was necessary and that is what we will do again I think that the towns administration is more robust than it was twenty years ago I hope that we are able to respond to that more quickly then we did before so I think there are a lot of questions as I said before and as the flow chart shows this is not a house by the end of this year

this is a house by maybe the end of next year, maybe. If they can get the permits that are required, maybe. Is the towns water problem going to go away? No. No we are always going to have that so one of the things that is going to happen is that and one of the things that is encouraged in our growth policy is that if you don't try to divide the pie up smaller, if you make the pie bigger which is what we are doing with BFE we are making the pie bigger so that we have more people using our facility and using our resources or using our utilities which by the way is not taxed is paid for by water rights strictly water rights which is why we can't say that the tax payers or the water users are the one that is doing it because believe it or not there are water users that are not in the town. So, those water rates that you pay that O&M that you pay that operation and maintenance that bond that you pay it is not going to go away it never goes away in most municipalities it is always going to be there what is done at the sewer plant now compared to twenty years ago is like night and day because we are on the Bitterroot River I remember when I was on town council and they were talking about ultraviolet treatment of waste water and how ridiculous we thought that was, well guess what they are doing it now. There is virtually no fluent that runs out of this town that is not treated ever which is practically unheard of in recent history. So, we are on the cutting edge of doing what is necessary to make sure that the town has what it needs to exist and one of those things that we have to do is we have to make that pie bigger, and this is one of the ways that we do it. And that was the plan back in 2000 when we annexed this property, we need more people in this town in order to be able to do what we need to, to make sure that we can provide quality water and wastewater treatment for this town, we can't stay static we just can't it will just cost us too much. So, we have to be able to move forward I know that this is an issue I would like all of those things answered to I really would and with the help of somebody that is going to develop additional property within this town we will get there but we have to have help to get there we have to have someone to push us to do that. And I hope that the houses those residential houses in R-1 area of BFE are going to be more expensive than the houses that are in Creekside Meadows, I guarantee you they will be \$400,000 houses they will. Slab on grade, raised above the elevation that they are on now your sight preparation, those lots are going to sell for \$40,000-\$45,000 unimproved, unimproved. So, lots in Creekside Meadows only reached \$35,000 so those houses are going to be expensive they are not going to be cheap houses they are going to be a lot of the same type of people that live in Creekside Meadows which is what you would like to see. Retired people that want to live in a quiet area. So, you can not believe me Mr. Gibson if you want but that is the fact. (Steve Gibson in the audience said, "I didn't say anything") I know but you were shaking your head so, those houses will be more expensive than what you paid for your house. So that is where I am with it I think we need to try to continue to move forward I know there are a lot of unanswered questions and a lot of from people that live there but understand, I have said this before and I will say it again, this is the only opportunity that we have as a public to be able to tell somebody else what they can do with their property I can't tell you what to do with your property this is when we have an opportunity to say here is what I would like you to do with your property once that final plat is approved then another building goes away so now is the time to say okay the town has issues those issues aren't going to go away but we will continue to work on them with the help of these people that are developing another area within the town. But we can tell them this is what we want for a size of lot this is how big your house can be on this lot this is what the street looks like this is what the sidewalk looks like this is how

much land has to be developed into parks this is what you do with the storm water this is how big those water and sewer mains have to be and where they have to go how many plugs you have to put in there to make sure the surface water isn't running down the trench, this is the opportunity to do that, all these subdivisions that you see out in the county all they have to get is a septic permit that is it they can do whatever they want, and believe me some of the stuff that is built out there is junk. It is horrible there are people looking all the time to move into a brand-new house and it is cold, the ceiling leaks, the roofs coming off so, this is our opportunity to say this is what you are going to build, this is what it is going to look like this is how many you can put on an acre this is how big your lot is this is how much sidewalk you have this is what the streets are. Thank you.

Mayor Dewey: any more discussion from council or questions? Does the council want to continue this conversation to our next regular council meeting do you want special meetings called how, what next steps are envisioned by you as a collective body?

Councilmember Vick: I am open to discussing again at the next meeting but I would also like for at our next meeting to use that public hearing section for this as well so we don't have to book anything special I think we should give the public one more opportunity to speak especially because of the new information that we were given tonight.

Mayor Dewey: okay, any more remarks from council or guidance?

Councilmember Devlin: I have a question; are you open to entertaining the idea of having and hosting that meeting for our community? I mean I don't mean to put you on the spot, I don't really, really mean to put you on the spot.

Andy Mefford: I am fine to be put on the spot. I want to take this opportunity, when you step up to this mic and you can't read your notes, I had no intention of offending you or anyone else in this room. I am here to present facts and the details and clear up some misconceptions. I would be really interested at looking at the dialog, if I said something that was a moot point and that was the lightning rod I would like to see the content, I very well could have picked a bad word, so I just want to set that straight I am here to try and back fill information we have heard a lot of public comments I have tried my best, a valid attempt to what we have seen and it is not always nice and that is the reality of it we obviously extended the olive branch to members of that association because we know that they are going to have the most impact we don't get a lot of positive feedback that is the reality it is a tough world you have to have some chops to deal with it, I just wanted to clear that. Back to the question, can we host a meeting? Obviously, there is no decision made here tonight I gave a lot of information and you need to digest it this anticipation from public works in the next 10 days plus or minus two 2. You know obviously that is going to show up and that is going to be more new information and that is our concern, we have been in this for a long, long time and it has cost a lot of money. And that doesn't help the affordability, affordability is huge in this valley a huge problem I have watched it go ridiculous off the radar, it has always been a mecca people will continue to come here and this covid and other things tell us that we don't see that trend slowing and the growth policy that was put out says Missoula is growing that was five years ago if that trend is true and time and time again it is only get much more prevalent, that growth is there. I am concerned about this question of new information and this report and what this might look like by us hosting I guess I need to know

what that looks like. Are we anticipating on having another public hearing do I think that the public should get another chance to the mic to speak, outside of a couple minute ago I was told that you haven't had any public hearings you haven't had any meetings? This definition of meeting and hearing is different in how it is noticed the people that are concerned about this know about this project this concept of there has not been enough information that is a little hard to understand you know it is here and you have had time to look at it, plenty of opportunity. To have another public hearing I welcome them all to come to the mic again in a meeting format and you know that is fine that is not a typical process to get into a dialog or a mic battle if you will that is always a dangerous place to go in my mind, but to have another public hearing that is fine we will do that when that is and us hosting I don't know when that is.

Councilmember Devlin: when I said hosting, my envisionment of that exactly is stating that you don't want to do it would be you facilitating a meeting and you would sitting on this side and the community is out there and whoever that is, they can come up to the podium and say I have this question, I have this questions, I have this question that is for them and they have the opportunity to say what about this I mean we are talking this isn't going to be an hour or two long.

Andy Mefford: I will do it. I will do it I don't think it is a public meeting.

Councilmember Devlin: we wouldn't have anything to do with it.

Andy Mefford: I will do it we have already hosted two meetings with Creekside Meadows, it can be a noticed meeting and I will sit at that chair and I will take comments and there needs to be some ground rules in place because I know I don't need to repeat myself over and over and then we give answers that they don't like necessarily, but I am happy to sit and have that dialog if that is necessary and I would welcome councilmembers to listen to that dialog. I think that would be important.

Councilmember Devlin: I think if you are willing to do that the towns people have the opportunity to have their answers received and answered directly in understand the extending of the olive branch but lets do it one more time.

Andy Mefford: I will do it one more time I have no problem doing that.

Councilmember Devlin: then we have the opportunity at that hearing to hear any of their concerns once that is done, this is such a big project I don't want to make a decision and then, we are going to have people that are going to say I wasn't heard right? But I think we have to go the extra mile to make sure that people are heard, and the majority are felt heard.

Andy Mefford: I understand and can respect that, I can find a venue and put in a notice and tell you that we are going to have an informal, it is sort of informal it isn't a public hearing it isn't a public meeting I will have an open mic and try to answer as much as I can and it is possible that there are some things they may not get an answer to, the answer may be I don't know or pending, that may be a possibility or it may be an answer that they may not want to hear necessarily but I am open to do that.

Councilmember Devlin: I really appreciate that feedback I think it is extremely important.

Andy Mefford: it is definitely very untraditional, but I like untraditional.

Councilmember Devlin: untraditional is good.

Andy Mefford: I will discuss it with the developers I think that it would be important that they are maybe there as well, one of them is here tonight so I have told them these other meetings are kind of procedural and that sort of thing but I think it is important that you show up at some of these meetings, when it comes to decision time I think that it is important that you come to the meeting and be present and one of them is here tonight and one of them is not, but I think it is important that they are at that meeting again I am not there spokesman but I may need to refer to them to say this is something that they want are you willing to do that? Maybe they don't get that answer that night, but they could, like I said that answer may not be satisfactory but at least we can have that dialog.

Councilmember Devlin: I appreciate that.

Mayor Dewey: okay, to summarize, does the council have any further comments or requests regarding the next steps, it has been requested that the developers host their own forum to give the public an opportunity to ask questions following that forum the town council would hold a public hearing and go from there. Is that a fair assessment in how you want to proceed?

Councilmember Vick: I guess the best way to make it official I will make a motion to table this agenda item until they do a Q&A session public hearing.

Mayor Dewey: is there a 2<sup>nd</sup>?

Councilmember Devlin: I will 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin to table this item until and public forum and a public hearing are held. Council discussion?

Councilmember Ludington: so are we going to schedule the public hearing today? Or and then.

Councilmember Vick: I had suggested our next council meeting. We have that public hearing section or in the meeting, we have the public hearing section on our agendas we could do it then.

Councilmember Devlin: I think it is dependent on when you have your meeting, I don't want to schedule our public hearing and you are still looking for a time to meet with everyone.

Andy Mefford: I envision having this meeting very quick no more than a week, I want to get this done and moved on. We have been here a long time and I want the vetting process to be comfortable for you guys but I am not looking to extend this to indefinite time because we have already been through that with the COVID, after that meeting got canceled at the high school we were just floating in this unknown so I definitely need definition understand if it is up to me to schedule I will have to coordinate with a venue I don't know if it is the church, the school, the library this room I will have to figure it out if that can't be done, I think we have the information I don't think I need to go gather, I think the only thing I could see is do I have to gather it after the public works summary is back, I am thinking that I am not going to wait on that to then schedule it. I am going to schedule a meeting I can get the notes to you I can send a

notice to the Creekside HOA maybe I can put an add in the paper to say we are going to have this informal, publish it in the paper, get the notice out there I see that happening in the next seven to ten days.

Councilmember Devlin: great and I think Dempsey I would agree with what you are saying at our next meeting we can use the public hearing time.

Mayor Dewey: just to speak to the public works staff report I don't see it coming down as a bomb shell on the project I think that Mr. Thomas the former public works director captured a lot of the public works information in the staff report and so I don't see that rocking the boat in a wrong way. I do appreciate if we could confirm the date public hearings wise just because when we put public hearings on our agenda and public hearings aren't always required in terms of notice requirements but out of the abundance of caution and to protect ourselves from any potential litigation we will commit to the March 25<sup>th</sup> meeting for the public hearing, so that gives Jenelle and I enough time to get the notice to the paper by Monday at noon for the 17<sup>th</sup> and the 24<sup>th</sup>. That is how close the turn around is when we notice public hearings, so that is kind of my hope that you would go that route if we have that public hearing on the 25<sup>th</sup> that commits the developer to a time frame, I have to have this done by the 25<sup>th</sup> and not drag this out and keeps us to a committed timeline as well.

Councilmember Vick: since we already have a special council meeting set up for the first and it is a short agenda why don't we go ahead and do the public hearing then? And we can do this item on the agenda in case they can't get a venue next week give them an extra week to do that.

Councilmember Devlin: that item on the agenda or the public hearing? You want to have that and make a decision after that.

Councilmember Vick: correct.

Mayor Dewey: I don't know as if though they are going to have any challenge in getting a venue. I think that in two weeks' time they should be able to and we have some resources that we can share with them for venues, we have gotten very familiar with venues other than town hall so I think they will be able to pull that and the reason that I say this Mr. Vick is if you hold you public hearing on the 25<sup>th</sup> and you commit to that that still leaves the 1<sup>st</sup> as an option if you need to further discuss.

Councilmember Vick: and I was just thinking the same thing, we will do the 25<sup>th</sup> and potentially come up with a decision on the 1<sup>st</sup>.

Mayor Dewey: part of the challenge in having multiple meetings on the same subject we have to take some time to get back up to speed on where we left off. That is why it was so advantages, even though it was grueling, it was advantages to have those two planning and zoning meetings they lasted a very long time into we hours of the morning, we actually discovered things about our office building that we didn't know happened in the middle of the night, they do. But doing that just twice instead of over three or four meetings was super helpful. I guess to summarize the intent of your motion is to hold, is to ask the developer to hold a forum and hold public hearing the forum will be held over the next weeks and the public hearing will be held on the 25<sup>th</sup> of March.

Councilmember Vick: that satisfies my request.

Councilmember Shourd: have we discussed when we will have a presentation from the public works director?

Mayor Dewey: well.

Councilmember Shourd: will that be a special meeting will that be on the 25<sup>th</sup>?

Mayor Dewey: we will have it ready for you by the 25<sup>th</sup>, absolutely. Like I said I think the developers are okay in proceeding without that information because I honestly don't see, it is not going to be a super elaborate report because it is a supplement to what is already there, but I do want to give Mr. Kruse the opportunity to weigh in on the impacts of what the subdivision looks like from his experiences that he brings to the community that we maybe didn't get from the previous public works director. I just want him to have that opportunity because he has to live with it longer than others. So, any further council comment?

Councilmember Ludington: the only thing that I will say is and this is kind of what has happened before is that I hope that a lot of questions get answered sufficiently I am not convinced that anybody's mind will be changed I am willing to give it a shot.

Mayor Dewey: any other council comments on the motion at hand before we call for public comment?

Councilmember Vick: I was waiting for you to get done with your speech. This is why I am saying that April 1<sup>st</sup> would be the day that I anticipate it to be the day I feel like I should have all of the information that I need to make an informed decision on that day. I know that we have had this information for a while, I have read it I have listened to public comment, I have listened to developers I have listened to us. I believe by that day, I myself should have everything put together to make a decision for this large project.

Mayor Dewey: do you realize that how cruel it is to schedule a decision on April Fools Day? Any last council comments? We will open the floor for public comment, public comment on we are being very specific about public comment folks it is whether or not the council will proceed with holding a forum, excuse me the developers will hold a forum and that a public hearing will be held on March 25<sup>th</sup>, that is the limit of public comment that we want to keep. We do not want to be here all night knowing that we have this ahead of us. State your name and address for record please.

**PUBLIC COMMENT:**

Steve Gibson: 1517 Creekside. I just want to thank councilperson Vick, Shourd and Devlin for what they have done tonight, listening to the people, listening more to the people. I think that was a very, very I commend you for that, because there have been a lot of things about public hearing, I guess I can't say that. In regard to the public meeting I believe that needs to be published, I don't know if you can get it to the paper by Friday if you had it next week, you would have to have it later, because at the last meeting, over half of the people that were apposed to this subdivision did not (unclear words) so it is going to have to be published for the community to know. I think the paper has a guideline of tomorrow for next week. Monday at

noon? In all do respect, Councilmember Ludington, you said these houses were going to cost more than Creekside, you said like \$400,000.

Mayor Dewey: Mr. Gibson I am sorry, but we are going to keep it on task.

Steve Gibson: I guess it was a public comment on the agenda but that has changed now.

Mayor Dewey: correct the public comment is on holding a hearing a holding a forum.

Steve Gibson: okay, I appreciate you doing that council people for listening to the people.

Mayor Dewey: any further public comment? Okay? With that motion on the floor, it is to hold a, to ask the developer to hold a forum and do a public hearing on March 25<sup>th</sup>. With that we go ahead and call for the vote, Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: okay.

a. Discussion/Decision: Consent to the Mayor's Appointment of Elizabeth Hyde as Volunteer Firefighter

We will move right along back up to new business item (a) consent to the Mayor's appointment of Elizabeth Hyde to the fire department volunteer. Your information is in your packet.

a. Discussion/Decision: Consent to the Mayor's Appointment of Elizabeth Hyde as Volunteer Firefighter

Councilmember Vick: I will make a motion.

Councilmember Devlin: I will 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin. Council discussion? Public comment? Okay we will call for the vote, Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: alright next is, Mayor Dewey introduced new business item (b).

b. Discussion/Decision: Resolution No. 485, declaring certain property as surplus and authorizing its disposal.



Mayor Dewey: some what of a routine process for the council. Through out the year we find junk laying around so to get rid of it legally we ask for your permission to do so. Equipment that we are putting up is our old phone system. Keyboards, printers' routers we have plenty of those. They will be surpluses through an online auction service.

Councilmember Shourd: I will make a motion.

Councilmember Vick: 2<sup>nd</sup>

Mayor Dewey: it has been moved by Mr. Shourd and 2<sup>nd</sup> by Mr. Vick. Council comments? Public comment? All right hearing none we will call for the vote, Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: do you want me to slow down?

c. Discussion/Decision: Liquor License Ownership Transfer from Bradley Paulson to TKO Walker LLP, 209 Main Street

Mayor Dewey: introduced the new item (c) there is a representative from TKO Walker here tonight, thank you. The information is in your packet.

Councilmember Devlin: I will make a motion to approve.

Councilmember Shourd: 2<sup>nd</sup>

Mayor Dewey: it has been moved by Ms. Devlin and 2<sup>nd</sup> by Mr. Shourd. Council discussion? Public comment? Ms. Berthoud call for the vote.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: motion passes.

d. Discussion/Decision: approval, approval with conditions, or denial of preliminary plat for the major subdivision known as Burnt Fork Estates (this item was moved to the beginning new business)

e. Discussion/Decision: Resolution No. 486, Reinstating funding for the water/sewer bill assistance program

Mayor Dewey: introduced new business item (e)

Councilmember Vick: so, moved.

Councilmember Devlin: 2<sup>nd</sup>.

Mayor Dewey: it has been moved by Mr. Vick and 2<sup>nd</sup> by Ms. Devlin. Council discussion? Public Comment? We will call for the vote. Ms. Berthoud.

Councilmember Devlin: aye.

Councilmember Ludington: aye.

Councilmember Shourd: aye.

Councilmember Vick: aye.

Mayor Dewey: okay.

## 12. Executive Report

Mayor Dewey: in the theme of water bills we have some exciting changes to announce after having your postcards for probably as long as I have been alive, we are changing it. Sorry, you will receive an 8 ½ x 11 tri-fold bill in the mail from the Town of Stevensville. Our billing system is being modified where we will outsource the printing of the bills, our bills are generated through the Black Mountain system, we buy paper that is perforated and stamped from a vendor and we run each of those, 900 bills I think, we run those through our printer in the office and usually blocks up our printer for an hour and a half while those print. Challenges with the post office have presented us to be more efficient on how we send bills because they want us now to pay a handsome annual fee to mail our water bills and then they want us to pay essentially the same rate that you would pay for a post card for bulk mailing. With that we thought it was most cost effective and to go ahead and have an alternate company print our bills, there is a company that works with Black Mountain software on a number of other customers they will take our data from the system, they will print bills, fold, seal all that stuff. They mail it and then the positive thing that I think a lot of people are going to like is that it comes with a web service just for your account, no more paygov baloney on our website so you go to our website set up your account. We had training, and we will have a sample out for folks. It will have a graph on your bill to show the last 12 months of usage. There is a hefty comment section where we can share information about up-and-coming meetings maybe the monthly calendar with council meetings or information. One last think with doing it this way, when we have to do mass mailings and we have to mail out to every customer instead of sending our water bills out and them stamping a whole bunch of envelopes with 51 cent stamps for 900 customers we can do an insert for a much lesser charge in the water bill. Sometimes you may occasionally see an additional page with your water bill with information about a public hearing, rate change or what have you. A lot more efficient than double enveloping everything and sending it out. Just know that those things are changing a little bit, a lot of it but hope for better

efficiency on the customers part and for the town and hopefully some cost savings for us. Be patient with our staff as we adjust to the new bills because we are going to see them for the most part when we tell VBS to print them and mail them that is really the first time we are seeing bills. We push a button one day and the next day they go out in the mail. Be patient with us as we are getting ready for customer support in terms of helping folks navigate the online web portal and all of those things it's a lot less archaic than some of the systems that have been presenting in the past and it's a huge step in the right direction for our community in terms of how these things are handled. The other thing we can be excited about and many are aware of it is that the American Rescue plan passed congress this week and that will bring direct aid to local governments across the nation with cares the money went to the state and the state controlled how it was spent and who it went to, with this it will still go through the state in terms of treasury and the physical cash will pass through the states bank account it will come to the town industry it will not restrict exactly how that funding is utilized or anything like that there will be general guidance from the us treasury on how that funding is spent and what its used for I can tell you we will get more information on this tomorrow through Leagues Cities and Towns we have our municipal town hall scheduled that all of the cities will be on, we will have better guidance. Preliminary what they are saying is that it has to be spent by the end of December of 2024 there will be two installments one should be coming relatively soon and the other one will be in another year, estimates based on the calculation of the bill shares, how that funding is allocated shows that the town of Stevensville could receive up to \$501,000.00. for corona virus aide. So you can expect as we approach our July budget sessions or our July budget adoption as we get into budget session as soon as we put BFB in the review mirror that we'll have some conversations about how that frame is best utilized going forward because it is no small chunk of change to Stevensville certainly in that being most of you are aware I attended the city congressional conference this week it started on Sunday and ended yesterday there are still a couple of meetings that are out pending with our federal congressional representation but that conference is hosted by the national leagues of cities and towns there was a wealth of information, it was a virtual conference of course I didn't travel to D.C. but a wealth of information shared about how the American rescue plan will help and aid cities and towns across the nation but one of the things that I took away that I thought was interesting that I'll just put a quick plug in was the initiative of priority based budgeting you are all familiar with my soapbox of performance based budgeting and this is really kind of a spin-off of that in that there are special ways that we can better prioritize what the priorities are for our community and how those are funded and in some ways in the studies that they did when they adopted or followed a priority based budgeting principle they were able to realize a savings in their budget of about ten percent overall city wide, to the town of Stevensville ten percent is you know a lot of money to save. One of the exercises in that specific course is take ten percent of your budget and then tell us what you would do with it what would we do with \$400,000.00 dollars? We have that questions in front of us know, what will we do with \$501,000.00 that is associated with corona virus. If you have \$400,000.00 dollars to free up in the budget what would the town do with that there are a lot of possibilities. You will see more information about the course that I attended there. Overall, very well worth the education that they offer, and I appreciate the opportunity to attend that conference. You are well aware now that we will hold a special meeting the primary purpose of that meeting was, which I didn't think anyone would care to even attend but now we

will have a crowd, is we have to open bids for the third and fifth street improvement projects that are coming our way we have been talking about at least the third street project now for close to four years, far too long. We're excited now to finally be able to get that up off the ground and get construction underway. In order to do so we have some antiquated codes to our ordinance from 73' that say council shall be present in the presence on the town clerk at a meeting to open the bids for certain construction projects and this happens to follow that parameter so, we have that special meeting to get that done, fortunately you 'all also have the opportunity to consider BFE that day as well. So, the bids are currently, or the request for bids is being advertised on the town's website and it will also hit the newspapers starting next week so if you would like to review the plans and the specs for those projects on our website, the resources tab and then hit bids/rfp's the information is listed there. Those are underway in addition what you will find on that page is a RFQ for our water rights hydrology work so a lot of discussion around water rights as well finally seeking a hydrology firm to commit and partner with our water rights attorney and our engineers with HDR to get the data needed to fulfill the application to DNRC, so that RFQ is underway until mid-April to return proposals those will be evaluated and then we will bring a contract before the town council. We anticipate and as you are aware through the correspondence with our water rights attorney, we hope to have this water right s challenge closed out by December of 2022. So long from that but just around the corner. In the vein of the streets projects that I spoke about there are some grant opportunities that the administration is aggressively pursuing. One is a transportation alternative grant application for that is due in June, one of the projects that we are considering as a proposal is sidewalk improvements along 5<sup>th</sup> and 6<sup>th</sup> between Main and College and that would the goal there would be to dramatically increase pedestrian safety in those heavily traveled, they are heavily traveled by vehicles and they are heavily traveled by pedestrians those are both safe routes to school and they are both without adequate sidewalks. We held meetings with HDR today both Mr. Kruse and I did to get some further information (break in the audio) have a conversation with those folks and see how they feel about the sidewalks in their neighborhoods and see how they fit and are adaptable. We are looking forward to that. Another grant opportunity will hopefully, there is a number of opportunities of what the money could be used for, but what we are targeting as we have seen past projects funded by this specific grant opportunity is a potential for a dog park. We have some property over by Father Ravalli Park that has been identified so as soon as Mr. Sonsteng gets back from his baby vacation which we are excited to welcome him back the week after next, we will get underway, that application has some lead time as well, exciting things that we could maybe bring some new things to Stevensville that don't really cost us anything. That is all that I have that I really wanted to report on. We will make an adjustment to the flow chart Mr. Ludington, for the subdivision review, Mr. Ludington brings up a good point recent change in law, I can't remember how soon, but it is fairly recent requires a public hearing when you do a phased subdivision before final plat approval, that public hearing is required, documentation that I referenced was dated, we will make that adjustment to the flow chart before it is published. Other than that, any questions from me?

Councilmember Ludington: it is a question, police chief.

Mayor Dewey: what police chief? I am willing to tell you we have extended an offer of employment; the offer of employment has been accepted and the offer is conditional on waiting for the results on a background investigation before we make an official announcement on who that candidate is. So, I would hope with in the next week or two weeks that we have the ability to publicize who that individual is the offer is conditional on those pieces I hope, we are working on timing a bit you won't probably see consent on the 25<sup>th</sup> agenda it might be too ambitious, and the 1<sup>st</sup> might not be the content of that agenda. Your first meeting in April could very well have a consent item for the police department. Depends on how quickly the background check and those other pieces, any other questions?

Councilmember Vick: I was asked about the sign on Peterson Place, folks are wondering when that is going to go up?

Mayor Dewey: the public works department is currently, I will just put in a quick plug for Steve, he hit the ground running like the treadmill was cranked to max it didn't phase him, he has really put a focus on leakage as he has reported in his report and he also did some reconciliation of some street signage because there are some other street signs that are going missing on a frequent basis so there is an order being placed for street signs and that sign is on that list.

Councilmember Vick: okay.

Mayor Dewey: I don't think that it was prioritized by the public works in a timely way.

Councilmember Vick: I just want to make sure that it is the no outlet sign. I didn't know if the S T O P sign needs to be replaced or not.

Mayor Dewey: there are a number of signs that we found were old and needed to be replaced anyways and that was part of the reconciliation that we did, if anyone knows what keeps happening to the street sign on 9<sup>th</sup> and College, we would sure appreciate it. We have replaced them three of four times and we haven't had that much wind, whom ever is on 9<sup>th</sup> that has three of four of our street signs we would sure appreciate those back. The street signage is being addressed and I can also preempt and let everyone know that spring clean up information will be released very soon hopefully next week we can get some public information out there in regards to the spring clean up and what we typically do. With that I am not taking any more questions you can just make your comments.

Councilmember Devlin: are you done? It is really past our bedtime now.

### 13. Town Council Comments

Councilmember Vick: I do have a one comment to make, first off I am going to quote somebody on this, it might sound like I am trying to jab at this recent subdivision that is going in there but it is not my council comments tonight are purely on public participation which was focused on by a hero of mine that, she passed away at the age of 108 down in Florida and I got to meet her when I was in elementary school and Victoria is probably going to know the name when I say it which is Marjorie Stone Douglas who was a newspaper writer for the Miami Herald and championed to protect the everglades and what not and what she did for public participation she went out and related to the public with this quote, "be

a nuisance where it counts do your part to inform and stimulate the public to join your action, to be depressed, discouraged and disappointed at failure and the disheartening effects of ignorance, greed, corruption and bad politics never give up” I want to say however you perceive an issue or what not I am super glad to see how our community has gotten together to participate here lately in this large decisions that we are undertaking especially since none of us here really know how to vote for the betterment of this community without having people or the people that we represent come up and say hey we have these questions this is what we want to see happen with this town and for that I thank you, and that is all that I have.

Mayor Dewey: any other comments from council? You have five minutes, (laughing from the council)

14. Board Reports

None.

Councilmember Vick: airport met I was not able to make the meeting.

Mayor Dewey: with that I think that it is time to adjourn, thanks everybody see you at the next one.

15. Adjournment

**APPROVE:**

**ATTEST:**

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**Brandon E. Dewey, Mayor**

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**Jenelle S. Berthoud, Town Clerk**

**File Attachments for Item:**

a. Claims #16534-#16716

\* ... Over spent expenditure

| Claim | Check | Invoice #/Inv Date/Description                 | Vendor #/Name/ | Document \$/<br>Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|-------|-------|--|----------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 16534 | E     | 1166 VISA                                      |                | 9,253.03                |         |      |               |             |                 |
|       |       | Jan 21 12/21/20 PD-Bitterroot Laundry          |                | 62.60                   |         |      | 1000 420100   | 226         | 101000          |
|       |       | Jan 21 12/21/20 Mayor- Pointestta              |                | 42.97                   |         |      | 1000 410200   | 210         | 101000          |
|       |       | Jan 21 12/21/21 Admin-Sani Wipes               |                | 12.99*                  |         |      | 1000 410550   | 239         | 101000          |
|       |       | Jan 21 12/23/21 PD-Amazon Office Equipment     |                | 223.33*                 |         |      | 1000 420100   | 212         | 101000          |
|       |       | Jan 21 12/23/21 PD-Amazon Office Equipment     |                | 189.97*                 |         |      | 1000 420100   | 212         | 101000          |
|       |       | Jan 21 12/23/21 Admin- Face Masks              |                | 179.94*                 |         |      | 1000 410550   | 239         | 101000          |
|       |       | Jan 21 12/23/21 PD-Amazon Office Equipment     |                | 119.94*                 |         |      | 1000 420100   | 212         | 101000          |
|       |       | Jan 21 12/26/21 S-Iphone charger and case      |                | 9.33*                   |         |      | 1000 430100   | 210         | 101000          |
|       |       | Jan 21 12/26/21 W-Iphone charger and case      |                | 9.33                    |         |      | 5210 430510   | 210         | 101000          |
|       |       | Jan 21 12/26/21 WW-Iphone charger and case     |                | 9.32                    |         |      | 5310 430610   | 210         | 101000          |
|       |       | Jan 21 12/28/21 WW- Food Retirement            |                | 35.15*                  |         |      | 5210 430510   | 229         | 101000          |
|       |       | Jan 21 12/28/21 WW- Food Retirement            |                | 35.12*                  |         |      | 5310 430610   | 229         | 101000          |
|       |       | Jan 21 12/28/21 Admin-Copy Paper               |                | 4.80                    |         |      | 1000 410550   | 210         | 101000          |
|       |       | Jan 21 12/28/21 PD-Copy Paper                  |                | 1.60*                   |         |      | 1000 420100   | 210         | 101000          |
|       |       | Jan 21 12/28/21 FD-Copy Paper                  |                | 1.60*                   |         |      | 1000 420410   | 210         | 101000          |
|       |       | Jan 21 12/28/21 BD-Copy Paper                  |                | 1.60                    |         |      | 1000 420531   | 210         | 101000          |
|       |       | Jan 21 12/28/21 W-Copy Paper                   |                | 9.60                    |         |      | 5210 430510   | 210         | 101000          |
|       |       | Jan 21 12/28/21 WW-Copy Paper                  |                | 9.60                    |         |      | 5310 430610   | 210         | 101000          |
|       |       | Jan 21 12/28/21 AP-Copy Paper                  |                | 1.60                    |         |      | 1000 410360   | 210         | 101000          |
|       |       | Jan 21 12/29/21 M-GoDaddy MSO 365              |                | 84.18                   |         |      | 1000 410200   | 330         | 101000          |
|       |       | Jan 21 12/29/21 Admin-GoDaddy MSO 365          |                | 205.62*                 |         |      | 1000 410550   | 330         | 101000          |
|       |       | Jan 21 12/29/21 C-GoDaddy MSO 365 50%          |                | 49.26*                  |         |      | 1000 410360   | 330         | 101000          |
|       |       | Jan 21 12/29/21 FD-GoDaddy MSO 365 50%         |                | 49.26                   |         |      | 1000 420410   | 330         | 101000          |
|       |       | Jan 21 12/29/21 PD-GoDaddy MSO 365             |                | 98.20                   |         |      | 1000 420100   | 330         | 101000          |
|       |       | Jan 21 12/30/21 PD-Ravalli County Tre Title of |                | 101.73*                 |         |      | 1000 420100   | 314         | 101000          |
|       |       | Jan 21 12/30/21 Admin-Switchboard              |                | 35.00*                  |         |      | 1000 410550   | 330         | 101000          |
|       |       | Jan 21 01/05/21 Admin-banker boxes/Office Supp |                | 90.62                   |         |      | 1000 410550   | 210         | 101000          |
|       |       | Jan 21 01/06/21 Admin-Zoom                     |                | 46.65*                  |         |      | 1000 410550   | 339         | 101000          |
|       |       | Jan21 01/06/21 C-Zoom                          |                | 46.65*                  |         |      | 1000 410360   | 339         | 101000          |
|       |       | Jan 21 01/08/21 PD-Tire Rama - tires           |                | 586.85                  |         |      | 1000 420100   | 236         | 101000          |
|       |       | Jan 21 01/12/21 W-Envoples                     |                | 7.65                    |         |      | 5210 430510   | 210         | 101000          |
|       |       | Jan 21 01/12/21 WW-Envoples                    |                | 7.64                    |         |      | 5310 430610   | 210         | 101000          |
|       |       | Jan 21 01/12/21 Admin-Acrobat Pro              |                | 12.99*                  |         |      | 1000 410550   | 330         | 101000          |
|       |       | Jan 21 01/12/21 M-Acrobat Pro                  |                | 12.98                   |         |      | 1000 410200   | 330         | 101000          |
|       |       | Jan 21 01/12/21 PD-Acrobat Pro                 |                | 25.00                   |         |      | 1000 420100   | 330         | 101000          |
|       |       | Jan 21 01/14/21 F-Rental to cut trees          |                | 287.50*                 |         |      | 1000 460437   | 359         | 101000          |
|       |       | Jan 21 01/15/21 PD-Boot Barn                   |                | 67.99                   |         |      | 1000 420100   | 226         | 101000          |
|       |       | Jan 21 01/15/21 Admin-Tape Gun                 |                | 15.81                   |         |      | 1000 410550   | 210         | 101000          |
|       |       | Jan 21 01/15/21 Parks-ink for printer          |                | 20.99                   |         |      | 1000 460430   | 210         | 101000          |
|       |       | Jan 21 01/18/21 Admin-Constant contact         |                | 76.45*                  |         |      | 1000 410550   | 339         | 101000          |
|       |       | Jan 21 01/19/21 Street-Snow Plows              |                | 6,362.02*               |         |      | 2820 430200   | 940         | 101000          |

\*\*\* Claim from another period ( 1/21) \*\*\*\*



\* ... Over spent expenditure

| Claim | Check   | Invoice #/Inv Date/Description    | Vendor #/Name/<br>Document \$/<br>Line \$      | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|---|-----------------------------------|--|---------|------|---------------|-------------|--------------|
| 16652 | E   | 8 RAVALLI ELECTRIC CO-OP          | *** Claim from another period ( 3/21) 103.00   | ****    |      |               |             |              |
|       | Mar 21 03/31/21                                       | Airport Utilities - Lights 2/3    | 68.66  |         |      | 5610 430300   | 340         | 101000       |
|       | Mar 21 03/31/21                                       | Airport Utilities - Water Pump    | 34.34  |         |      | 5610 430300   | 340         | 101000       |
| 16685 |   | 1667 Owens Law Firm, PLLC         | *** Claim from another period ( 4/21) 1,994.64 | ****    |      |               |             |              |
|       | 3131 04/08/21   | Town Legal Services               | 642.00   |         |      | 1000 411100   | 350         | 101000       |
|       | 3132 04/08/21   | Prosecuting Atty Services         | 1,352.64                                       |         |      | 1000 410364   | 350         | 101000       |
| 16686 |   | 1171 Rex Olson Trucking Inc.      | *** Claim from another period ( 4/21) 334.03   | ****    |      |               |             |              |
|       | 4537 04/01/21   | Service & repairs on #2510        | 334.03*  |         |      | 1000 420460   | 232         | 101000       |
| 16687 |   | 1710 Les Schwab                   | *** Claim from another period ( 3/21) 1,149.60 | ****    |      |               |             |              |
|       | 7160042074 03/04/21                                   | New tires 2006 GMC                | 1,149.60*                                      |         |      | 1000 430200   | 232         | 101000       |
| 16688 |   | 689 Stevensville Firemen's Relief | *** Claim from another period ( 3/21) 4,636.00 | ****    |      |               |             |              |
|       | Disbursement of insurance apportionment share FY20-21 |                                   |  |         |      |               |             |              |
|       | FY20-21 03/15/21                                      | FY19-20 ins apportionment         | 4,636.00*                                      |         |      | 7120 510300   | 780         | 101000       |
| 16689 |   | 1758 Ramona Vance                 | 1,000.00                                       |         |      |               |             |              |
|       | Apr 21 05/01/21                                       | Police Office Lease               | 1,000.00                                       |         |      | 1000 420100   | 530         | 101000       |
| 16690 |   | 1330 Burnt Fork Market            | *** Claim from another period ( 3/21) 11.79    | ****    |      |               |             |              |
|       | 011954736 03/13/21                                    | AA Batteries for CPR FD           | 11.79  |         |      | 2230 420730   | 380         | 101000       |
| 16691 |   | 33 NORTHWESTERN ENERGY            | *** Claim from another period ( 4/21) 1,025.37 | ****    |      |               |             |              |
|       | April 04/02/21  | Crksde Mqws Lighting Dist #4 1    | 251.93*  |         |      | 2440 430263   | 340         | 101000       |
|       | April 04/02/21  | Crksde Mqws Lighting Dist #4 2    | 135.71*  |         |      | 2440 430263   | 340         | 101000       |
|       | April 04/06/21  | Water-157 Sewer Works Rd Depot    | 2.90*  |         |      | 5210 430510   | 340         | 101000       |
|       | April 04/06/21  | Sewer-157 Sewer Works Rd Depot    | 2.90*  |         |      | 5310 430610   | 340         | 101000       |
|       | April 04/06/21  | Streets-157 Sewer Works Rd Dep    | 2.90*  |         |      | 1000 430200   | 340         | 101000       |
|       | April 04/05/21  | Stevensville Cutoff Rd Path       | 6.00   |         |      | 1000 430263   | 340         | 101000       |
|       | April 04/05/21  | Twin Creeks Dist #5               | 432.59   |         |      | 2450 430263   | 340         | 101000       |
|       | April 04/05/21  | 300 Main St seasonal lighting     | 6.00   |         |      | 1000 430263   | 340         | 101000       |
|       | April 04/07/21  | Dickerson Park                    | 6.55   |         |      | 1000 460430   | 340         | 101000       |
|       | April 04/05/21  | 206 Buck Fire Dept lighting       | 177.89   |         |      | 1000 411201   | 340         | 101000       |
| 16692 |   | 6 Eastside Ace Hardware           | *** Claim from another period ( 3/21) 258.94   | ****    |      |               |             |              |
|       | 13370 03/03/21  | paper towel holder                | 4.99   |         |      | 5210 430510   | 210         | 101000       |
|       | 13328 03/02/21  | M18 drvr kit 1/4" 1/3 street      | 66.66*   |         |      | 1000 430100   | 212         | 101000       |
|       | 13328 03/02/21  | M18 drvr kit 1/4" 1/3 H2o         | 66.66  |         |      | 5210 430540   | 212         | 101000       |
|       | 13328 03/02/21  | M18 drvr kit 1/4" 1/3 Sewer       | 66.67*   |         |      | 5310 430640   | 212         | 101000       |
|       | 13893 03/30/21  | paint shovels splash pad          | 53.96  |         |      | 1000 460430   | 220         | 101000       |

\* ... Over spent expenditure

| Claim    | Check    | Invoice #/Inv Date/Description          | Vendor #/Name/ | Document \$/<br>Line \$                                 | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|----------|----------|---|----------------|---|---------|------|---------------|-------------|-----------------|
| 16693    |          | 29 STEVENSVILLE NAPA AUTO PARTS         |                | *** Claim from another period ( 3/21) ****<br>83.58     |         |      |               |             |                 |
|          | 613010   | 03/19/21 Fuse PD Car                    |                | 5.20*   |         |      | 1000 420100   | 232         | 101000          |
|          | 613576   | 03/23/21 Oil Filter/Oil GMC PW          |                | 26.61*  |         |      | 1000 430200   | 230         | 101000          |
|          | 614163   | 03/26/21 96 GMC thermostat PW           |                | 10.39*  |         |      | 1000 430200   | 230         | 101000          |
|          | 614735   | 03/30/21 FHP Power Belt Sewer Plant     |                | 41.38   |         |      | 5310 430640   | 230         | 101000          |
| 16694    |          | 228 Norco, Inc.                         |                | *** Claim from another period ( 3/21) ****<br>158.31    |         |      |               |             |                 |
| FY 18-19 |          | Annual Community Connection Fee         |                | 3.82*   |         |      | 1000 430200   | 231         | 101000          |
|          | 31739196 | 03/31/21 Cylinder Rental Streets        |                | 3.82  |         |      | 5210 430510   | 220         | 101000          |
|          | 31739196 | 03/31/21 Cylinder Rental Water          |                | 3.83  |         |      | 5310 430610   | 220         | 101000          |
|          | 31739196 | 03/31/21 Cylinder Rental Sewer          |                | 30.56*  |         |      | 2230 420730   | 220         | 101000          |
|          | 31621982 | 03/17/21 Medical Oxygen M6              |                | 116.28*   |         |      | 2230 420730   | 220         | 101000          |
|          | 31621982 | 03/17/21 D Medical Oxygen FD            |                | *** Claim from another period ( 4/21) ****<br>250.00    |         |      | 1000 460430   | 350         | 101000          |
| 16695    |          | 1785 Applebury Survey Inc.              |                | 250.00*   |         |      |               |             |                 |
|          | 218126   | 04/06/21 Father Ravalli Park Corner Pin |                | *** Claim from another period ( 4/21) ****<br>390.67    |         |      |               |             |                 |
| 16696    |          | 1698 Spectrum                           |                | 89.97   |         |      | 1000 420100   | 340         | 101000          |
|          | April 21 | 04/03/21 PD phone/internet              |                | 24.50*  |         |      | 1000 420410   | 340         | 101000          |
|          | April 21 | 04/03/21 FD phone/internet              |                | 12.25*  |         |      | 1000 410360   | 340         | 101000          |
|          | April 21 | 04/03/21 Court phone/internet           |                | 24.49*  |         |      | 1000 410550   | 340         | 101000          |
|          | April 21 | 04/03/21 Admin phone/internetq          |                | 24.49*  |         |      | 2940 410550   | 340         | 101000          |
|          | April 21 | 04/03/21 Econ Development phone         |                | 73.48*  |         |      | 5210 430510   | 340         | 101000          |
|          | April 21 | 04/03/21 H20 dept phone/internet        |                | 73.48*  |         |      | 5310 430610   | 340         | 101000          |
|          | April 21 | 04/03/21 Sewer dept phone/internet      |                | 12.25   |         |      | 2394 420531   | 340         | 101000          |
|          | April 21 | 04/03/21 Bd phone/internet              |                | 10.00   |         |      | 1000 460445   | 340         | 101000          |
|          | April 21 | 04/03/21 Pool phone                     |                | 20.00*  |         |      | 5210 430510   | 340         | 101000          |
|          | April 21 | 04/03/21 Water office phone/internet    |                | 19.99*  |         |      | 5310 430610   | 340         | 101000          |
|          | April 21 | 04/03/21 Sewer office phone/internet    |                | 5.77*   |         |      | 1000 410550   | 556         | 101000          |
|          | April 21 | 04/03/21 Finance Charge LF              |                | *** Claim from another period ( 4/21) ****<br>23,000.00 |         |      |               |             |                 |
| 16697    |          | 1786 mySidewalk, Inc.                   |                | 8,250.00*   |         |      | 1000 410100   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 3,000.00  |         |      | 1000 410200   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 2,500.00*   |         |      | 2310 410210   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 1,500.00*   |         |      | 2394 420531   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 2,500.00*   |         |      | 2940 470310   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 2,625.00*   |         |      | 5210 430510   | 330         | 101000          |
|          | 32184    | 04/05/21 Performance Mgmt Dashboard Sub |                | 2,625.00*   |         |      | 5310 430610   | 330         | 101000          |

\* ... Over spent expenditure

| Claim | Check         | Invoice #/Inv Date/Description | Vendor #/Name/<br>Inv Date/Description                                 | Document \$/<br>Line \$  | Disc \$ | PO # | Fund | Org | Acct   | Object | Proj | Cash<br>Account |
|-------|---------------|--------------------------------|--|--|---------|------|------|-----|--------|--------|------|-----------------|
| 16698 | 1238          | 04/15/21                       | 483 Union Ditch Water Users<br>2021 Cemetery water fees                | *** Claim from another period ( 4/21) ***<br>372.00<br>372.00* |         |      | 1000 |     | 430900 | 342    |      | 101000          |
| 16699 | E             | 852                            | CENEX FLEETCARD<br>03/31/21 Admin - Fuel                               | 1,606.88<br>0.00   |         |      | 1000 |     | 410550 | 231    |      | 101000          |
|       | 211098CL      | 03/31/21                       | PD - Fuel  | 485.64   |         |      | 1000 |     | 420100 | 231    |      | 101000          |
|       | 211098CL      | 03/31/21                       | FD - Fuel  | 504.66   |         |      | 1000 |     | 420460 | 231    |      | 101000          |
|       | 211098CL      | 03/31/21                       | PW - Fuel  | 616.58   |         |      | 1000 |     | 430100 | 231    |      | 101000          |
|       | 211098CL      | 03/31/21                       | Amubulance - Fuel  | 0.00   |         |      | 2230 |     | 420730 | 231    |      | 101000          |
|       | 211098CL      | 03/31/21                       | Airport - Fuel   | 0.00   |         |      | 5610 |     | 430300 | 231    |      | 101000          |
| 16700 |               | 728                            | HDR ENGINEERING, INC.<br>04/12/21 Water Sys Eng Report                 | 8,388.84<br>1,974.65*  |         |      | 5210 |     | 430510 | 350    |      | 101000          |
|       | 1200340944    | 04/12/21                       | Sewer main extension   | 4,589.84*  |         |      | 5310 |     | 430610 | 350    |      | 101000          |
|       | 1200338577    | 04/06/21                       | Water BFE Review   | 1,697.22*  |         |      | 5210 |     | 430510 | 350    |      | 101000          |
|       | 1200338577    | 04/06/21                       | Pool Evaluation  | 127.13   |         |      | 1000 |     | 460445 | 350    |      | 101000          |
| 16701 |               | 56                             | HAWKINS, INC.<br>04/02/21 chemicals-Aqua Hawk 7882441 L                | 1,015.15<br>1,015.15*  |         |      | 5310 |     | 430640 | 220    |      | 101000          |
| 16702 | 556183        | 03/29/21                       | Foot Valve & repair kit  | 17.49  |         |      | 5210 |     | 430540 | 220    |      | 101000          |
| 16703 | 1455          | 04/14/21                       | notice p&z meeting   | 37.44  |         |      | 2250 |     | 411010 | 330    |      | 101000          |
| 16704 | 20032301      | 04/15/21                       | MBF Water Plant Internet Ser   | 359.70*  |         |      | 5210 |     | 430540 | 346    |      | 101000          |
|       | 20032301      | 04/15/21                       | Airport Internet Service   | 359.70*  |         |      | 5610 |     | 430300 | 346    |      | 101000          |
| 16705 | Invoice 1114, | 1703                           | North Ridge Fire Equipment<br>Invoice 1135, Invoice 1155 12 pair boots | 1,597.32<br>185.90*  |         |      | 1000 |     | 420460 | 212    |      | 101000          |
|       | 9198          | 04/07/21                       | FLT130 flat nozzle   | 86.95*   |         |      | 1000 |     | 420460 | 212    |      | 101000          |
|       | 9198          | 04/04/21                       | 1.5" NH Bale shut off valve  | 54.95*   |         |      | 1000 |     | 420460 | 212    |      | 101000          |
|       | 9198          | 04/07/21                       | 1.5" NH Inline teex1"npsh  | 16.95*   |         |      | 1000 |     | 420460 | 212    |      | 101000          |
|       | 9198          | 04/07/21                       | 1.5" NH Lexan nozzle   | 47.80*   |         |      | 1000 |     | 420460 | 226    |      | 101000          |
|       | 9198          | 04/07/21                       | Red steer wildland gloves x4   | 263.46*  |         |      | 1000 |     | 420460 | 226    |      | 101000          |
|       | 9333          | 04/13/21                       | Bullared FH911HR helmet x3   | 167.85*  |         |      | 1000 |     | 420460 | 226    |      | 101000          |
|       | 9333          | 04/13/21                       | True North gear khaki pants  | 263.46*  |         |      | 1000 |     | 420460 | 226    |      | 101000          |
|       | 9333          | 04/13/21                       | Propper 5.8oz fire shirt x6  | 510.00*  |         |      | 1000 |     | 420460 | 226    |      | 101000          |

\* ... Over spent expenditure

| Claim | Check    | Invoice #/Inv Date/Description          | Vendor #/Name/<br>Document \$/Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash Account |
|-------|----------|---|---------------------------------------|---------|------|---------------|-------------|--------------|
| 16706 | 3334     | 03/30/21 VHF antenna radio              | 348 Snow Mountain Electric<br>57.00   | 57.00*  | 5210 | 430540        | 230         | 101000       |
| 16707 | 3335     | 04/09/21 check well operation/labor     | 348 Snow Mountain Electric<br>75.00   | 75.00   | 5210 | 430540        | 230         | 101000       |
| 16708 |          | 1731 Quagiant Finance USA, Inc.         | 201.48                                |         |      |               |             |              |
|       | March 21 | 04/11/21 Admin-Postage                  | 40.30                                 |         | 1000 | 410550        | 311         | 101000       |
|       | March 21 | 04/11/21 Court-Postage                  | 10.07                                 |         | 1000 | 410360        | 311         | 101000       |
|       | March 21 | 04/11/21 PD-Postage                     | 4.03                                  |         | 1000 | 420100        | 311         | 101000       |
|       | March 21 | 04/11/21 FD-Postage                     | 10.07                                 |         | 1000 | 420410        | 311         | 101000       |
|       | March 21 | 04/11/21 BD-Postage                     | 10.07*                                |         | 2394 | 420531        | 311         | 101000       |
|       | March 21 | 04/11/21 W-Postage                      | 58.43*                                |         | 5210 | 430510        | 311         | 101000       |
|       | March 21 | 04/11/21 WW-Postage                     | 58.44                                 |         | 5310 | 430610        | 311         | 101000       |
|       | March 21 | 04/11/21 AP-Postage                     | 10.07                                 |         | 5610 | 430300        | 311         | 101000       |
| 16709 |          | 107 HACH CO.                            |                                       |         |      |               |             |              |
|       | 12405896 | 04/09/21 Kit CL 17 PreAssy Post 3/00    | 297.22                                |         | 5210 | 430540        | 230         | 101000       |
| 16710 |          | 708 USA BLUEBOOK                        |                                       |         |      |               |             |              |
|       | 564795   | 04/06/21 1/2' od 3/8' 50ft roll tubing  | 40.08                                 |         | 5310 | 430640        | 230         | 101000       |
|       | 568969   | 04/09/21 Lutz 39' drum pump end         | 805.95*                               |         | 5210 | 430540        | 230         | 101000       |
| 16711 |          | 1787 Valli Information Systems, Inc.    |                                       |         |      |               |             |              |
| April | 2021     | Water & Sewer Billing                   | 468.28                                |         |      |               |             |              |
|       | 64898    | 04/15/21 April 2021 Water Billing       | 234.14*                               |         | 5210 | 430510        | 355         | 101000       |
|       | 64898    | 04/15/21 April 2021 Sewer Billing       | 234.14*                               |         | 5310 | 430610        | 355         | 101000       |
| 16712 |          | 1180 National Fire Protection           |                                       |         |      |               |             |              |
|       | 7912698x | 04/02/21 NFPA annual membership dues    | 175.00                                |         | 1000 | 420410        | 330         | 101000       |
| 16713 |          | 957 FIRE APPARATUS REPAIR, LLC          |                                       |         |      |               |             |              |
|       | 5572     | 03/29/21 FD=annual ariel inspection     | 1,200.00                              |         | 1000 | 420460        | 360         | 101000       |
| 16714 |          | 17 MONTANA SAWS LLC                     |                                       |         |      |               |             |              |
|       | April 21 | 04/16/21 Service of mower #1 1/2 Park   | 244.05                                |         | 1000 | 460430        | 230         | 101000       |
|       | April 21 | 04/16/21 Service of mower #1 1/2 Ceme   | 122.03*                               |         | 1000 | 430900        | 230         | 101000       |
| 16715 |          | 1788 Elijah Alspaw                      |                                       |         |      |               |             |              |
|       | Apr 21   | 04/20/21 Meals for training 27-29 in Bi | 83.50                                 |         | 2810 | 420100        | 377         | 101000       |



| Fund/Account                           | Amount             |
|--|--------------------|
| 1000 GENERAL                           |                    |
| 101000 Cash - Operating                | \$24,951.62        |
| 2230 AMBULANCE                         |                    |
| 101000 Cash - Operating                | \$158.63           |
| 2250 PLANNING                          |                    |
| 101000 Cash - Operating                | \$37.44            |
| 2310 TAX INCREMENT FINANCE DISTRICT    |                    |
| 101000 Cash - Operating                | \$2,500.00         |
| 2394 BUILDING CODE ENFORCEMENT         |                    |
| 101000 Cash - Operating                | \$1,528.99         |
| 2440 CREEKSIDE LIGHTING #4 DISTRICT 77 |                    |
| 101000 Cash - Operating                | \$387.64           |
| 2450 TWIN CREEKS LIGHTING #5 DISTRICT  |                    |
| 101000 Cash - Operating                | \$432.59           |
| 2810 POLICE TRAINING & PENSION         |                    |
| 101000 Cash - Operating                | \$83.50            |
| 2820 GAS APPORTIONMENT TAX             |                    |
| 101000 Cash - Operating                | \$6,362.02         |
| 2940 ECONOMIC DEVELOPMENT              |                    |
| 101000 Cash - Operating                | \$2,524.49         |
| 5210 WATER                             |                    |
| 101000 Cash - Operating                | \$8,465.81         |
| 5310 SEWER                             |                    |
| 101000 Cash - Operating                | \$9,015.19         |
| 5610 AIRPORT                           |                    |
| 101000 Cash - Operating                | \$474.37           |
| 7120 FIREMEN'S DISABILITY              |                    |
| 101000 Cash - Operating                | \$4,636.00         |
| <b>Total:</b>                          | <b>\$61,558.29</b> |

ORDERED that the Town Treasurer draw a check/warrant on the Town of Stevensville.

\_\_\_\_\_  
Council Council

\_\_\_\_\_  
Council Council

\_\_\_\_\_  
Mayor

Date Approved\_\_\_\_\_

**File Attachments for Item:**

- a. Zoning change application for Ilamar properties from R-1 to R-2





## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |   |
|---|---|
| <b>Agenda Item Type:</b>                            | Public Hearing  |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey  |
| <b>Second Person Submitting the Agenda Item:</b>    |   |
| <b>Submitter Title:</b>                             | Mayor   |
| <b>Submitter Phone:</b>                             |   |
| <b>Submitter Email:</b>                             |   |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021  |
| <b>Agenda Topic:</b>                                | Zoning change application for Ilamar properties from R-1 to R-2 |
| <b>Backup Documents Attached?</b>                   | Yes   |
| <b>If no, why not?</b>                              |   |
| <b>Approved/Disapproved?</b>                        | Approved  |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021  |
| <b>Notes:</b>                                       |   |



**Action Requested:** Consideration of Zone Change Application

**Hearing Body:** Town Council

**Recommendation:** Approval of Zone Change Application

**Location:** NHN Pine Street & North Avenue

**Subdivision:** Original Townsite & May Addition

**Owner:** Ilamar Properties, LLC. PO Box 1032, Corvallis MT 59828

**Property Type Ravalli County:** VAC\_U – Vacant Land - Urban

**Current Zoning:** Light Density Residential (R-1)

**Proposed Zoning:** Medium Density Residential (R-2)

**Current Use:** Vacant Land

**Historic Use:** N/A

| <b>Surrounding Properties:</b> | <b>Zoning</b>           | <b>Current Land Use</b>                |
|--------------------------------|-------------------------|--|
| North:                         | Residential (R-1 & R-2) | Residential Multi-family/Vacant        |
| South:                         | Residential (R-1 & R-2) | Residential Single-family/Multi-family |
| West:                          | Residential (R-1)       | Residential Single-family              |
| East:                          | Residential (R-1)       | Residential Single-family              |

**Project Summary**

The applicant is seeking approval of a Zone Change to allow for the development of multi-family housing.

**Background**

Ilamar Properties, LLC purchased the property from Jesus Community Church in October of 2020. According to the 2007 zoning map, the property is zoned R-1 for low density residential use, namely single-family housing. The property, comprised of two lots, totals 2.75 acres.

It is Ilamar Properties, LLC’s intent to develop multi-family residential units on the property. Current R-1 zoning allows only a single dwelling per structure.

### Site Characteristics (Existing)

- The property is currently vacant, available town records do not indicate that the property has ever been occupied.
- The properties are accessed from Pine Street on the West.

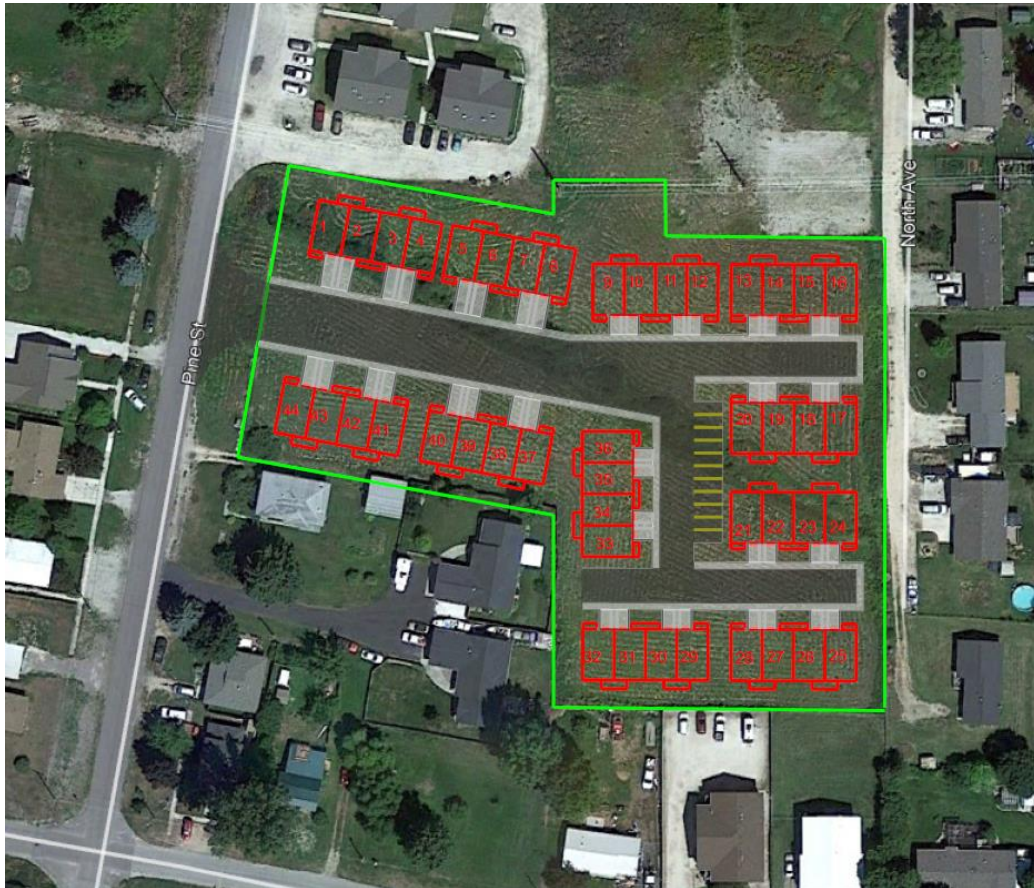


### Residential Use

Although the property is zoned Residential R-1 and the zoning district allows for 4 units per acre, the Town's Development Code specifically prohibits more than one dwelling unit per structure in the R-1 Low Density Zone. Because Ilamar Properties is desirous of a condo/townhome style of residential development, a zoning change is necessary.

The R-2 Medium Density zoning district allows for more than one dwelling unit per structure and sets minimum dwelling unit sizes of 600 square feet for a one-bedroom unit, and 800 square feet of habitable space for units with more than 1 bedroom. The R-2 zone also limits the number of dwelling units per acre to 16. The subject parcels would be limited to 44 units, assuming that all off street parking requirements are met and other dimensional requirements are satisfied.

Illamar Properties is interested in maximizing the number of possible units on the property. The proposed buildings would consist of one-story and two-story units to accommodate a mix of accessible units. A proposed layout of the facility is included below.



The above layout is included in this report as a **concept only**. It has not been reviewed by planning staff for compliance with the Town's development code. It demonstrates the developer's intent only

The differences in dimensional requirements between the R-1 and R-2 zoning districts are set forth below.

**Sec. 10-224. - Dimensional requirements chart.**

| Dimensional requirements                          | R-1 Residential<br>—low density | R-2 Residential<br>—medium density |
|---|---------------------------------|------------------------------------|
| Minimum front yard setback <sup>(5)</sup>         | 25 <sup>(7)</sup>               | 25 <sup>(7)</sup>                  |
| Minimum rear yard setback <sup>(5)</sup>          | 20 <sup>(1)</sup>               | 20 <sup>(1)</sup>                  |
| Minimum side yard setback <sup>(5)</sup>          | 7.5                             | 7.5                                |
| Minimum lot area in sq. ft. <sup>(6)</sup>        | 10,000 <sup>(8), (10)</sup>     | 10,000 <sup>(8), (10)</sup>        |
| Maximum dwelling units per acre                   | 4                               | 16                                 |
| Minimum width of street frontage                  | 40                              | 40                                 |
| Minimum width required in lot <sup>(4)</sup>      | 80                              | 80                                 |
| Minimum depth required in lot <sup>(4)</sup>      | 100                             | 100                                |
| Maximum building height                           | 30                              | 36                                 |
| Maximum lot coverage by structures <sup>(3)</sup> | 30%                             | 40%                                |

Section 10-225 Dimensional Requirements Chart footnotes. The following footnotes from the above table may be applicable to the subject parcels:

*(3) Lot coverage is determined after public right-of-way and private roads are subtracted from the gross land area.*

*(5) Setbacks are measured from the legal property line, as determined by the survey or pin location.*

*(6) Lot area does not include public right-of-way and private roads, but does include the area of any other type of easement.*



**Sec. 10-230. - Residential chart.**

| TYPE  | R-1<br>Residential<br>—low density | R-2<br>Residential<br>—medium<br>density | C-1<br>Commercial      | C-2 Limited<br>commercial |
|---|------------------------------------|--|------------------------|---------------------------|
| Single-family dwelling <sup>(9)</sup>                     | P                                  | P  | P <sup>(3), (11)</sup> | P                         |
| Two to four dwelling units per structure <sup>(10)</sup>  |                                    | P  | P <sup>(3), (11)</sup> | P                         |
| Five or more dwelling units per structure <sup>(10)</sup> |                                    | P  | P <sup>(3)</sup>       | P                         |

Section 10-231 Residential Chart footnotes. The following are applicable footnotes to the residential chart for R-2:

*(9) Minimum dwelling size is 1,000 square feet of habitable space.*

*(10) Minimum dwelling unit size is 800 square feet of habitable space, except one-bedroom units may be a minimum of 600 square feet of habitable space.*

All properties surrounding the subject property are residentially zoned, either R-1 or R-2. Multi-Family Residential uses, primarily 4-plex style buildings, exist to the North and South of the subject property.

The requested R-2 Medium Density designation is consistent with the R-2 Residentially zoned properties directly North and South from the subject property.

**Consistency with the Town of Stevensville’s Growth Policy**

The proposal is consistent with the Town’s Growth Policy. Goal #5 provides for a mix of housing options. Both goal 5.1 and 5.3 address ways that the Town of Stevensville should encourage housing that is priced affordably and allow for increased density. The Growth Policy encourages the Town to remove barriers that limit infill housing and preserve neighborhood compatibility.

The applicant has expressed intent to accommodate an ageing population. The Town’s Growth Policy encourages the development of housing that allows seniors to age in place. Accordingly, the townhome/condominium housing style is compatible with this goal.

The 2019 American Community Survey 5-year Estimates reflect that there were 931 housing units within Stevensville. The survey determined that 34% of the total housing units were in a structure with two or more units. Primarily, the housing units in Stevensville consist of single-family homes. Of the single-family homes, 25% of them are occupied by renters. In contrast, of the 320 units in multi-family structures, 98 % are occupied by renters. The survey in 2019 showed that 96% of the units in structures with more than one dwelling were occupied. This percentage likely increased since 2019 and is verified through contacts in the real estate and property management markets.

The units developed by Ilamar Properties would primarily be owner occupied. This type of development would conceivably encourage home ownership at a more reasonable price-point than that of single-family homes. Further, the potential exists to reduce the overall percentage of renter-occupied multi-family structures community wide. A building example is included below.



**Considerations**

In considering the proposal in its totality, thought should be given to the capacity of the surrounding infrastructure. There may be limitations to water and sewer infrastructure, however those limitations are relative to other development in the community and timing of projects. Transportation infrastructure appears to be adequate in the immediate vicinity, but the impacts are undetermined further off site.

**Public Input**

- All property owners within 500 feet of the property were notified of the Zone Change Public Hearing
- Public Notice was published in the Bitterroot Star

**Findings of Fact**

- The current zoning is R-1, Low Density Residential
- The surrounding properties are zoned R-1 and R-2, Residential
- The surrounding uses are multi-family residential, and single-family residential
- The proposed R-2 Medium Density zoning designation is compatible with the surrounding zoning designations
- The proposed R-2 Medium Density zoning designation is consistent with the Town of Stevensville’s Growth policy

**Staff Recommendation: Approval**  
**Planning & Zoning Recommendation: Approval**

**ATTACHMENTS:**

- Application
- Letter from Applicant
- Vicinity maps

Prepared By: Mayor Brandon Dewey



April 15, 2021

**RE: ZONING CHANGE APPLICATION FOR ILAMAR PROPERTIES FROM R-1 TO R-2**

Dear Mayor Dewey and Members of Stevensville Town Council:

On March 31, 2021, the Stevensville Planning and Zoning Board held a Public Hearing regarding a Zoning Change Application from Terry Nelson, representing owner ILamar Properties, LLC. Draft Minutes of this Hearing are being prepared for your information.

Following the Public Hearing the Board met and discussed what their recommendation would be.

After discussion of the proposal, Planning and Zoning Board member Greg Chilcott made a motion to accept the findings of fact (listed below) within the Staff Report and recommend approval of the request to rezone the property from R-1 to R-2. Meghan Hanson seconded the motion.

**Findings of Fact:**

- The current zoning is R-1, Low Density Residential
- The surrounding properties are zoned R-1 and R-2, Residential
- The surrounding uses are multi-family residential, and single-family residential
- The proposed R-2 Medium Density zoning designation is compatible with the surrounding zoning designations
- The proposed R-2 Medium Density zoning designation is consistent with the Town of Stevensville's Growth policy

The Board voted unanimously to approve this motion.



Respectfully submitted on behalf of the Stevensville Planning and Zoning Board,

A handwritten signature in black ink, appearing to read "John Kellogg". The signature is written in a cursive, flowing style.

John Kellogg, Chairman

DATE RECEIVED:



Town of Stevensville  
ZONE CHANGE  
Application Form

received  
2-8-21  
\$

APPLICATION FEE: \$450.00 ALL FEES ARE NON-REFUNDABLE

(Payable to the Town of Stevensville)

Please provide all of the information requested in the Application Instructions and Checklist  
AN INCOMPLETE APPLICATION MAY DELAY REVIEW OF YOUR REQUEST

1. PROPOSED ZONING: ~~R1~~ R2 ADJACENT ZONING: R1 & R2

2. PRESENT USE: Open Field

3. PROPOSED USE: (attach additional information if necessary) R2 for Multifamily Condos or Townhouses

4. ADJACENT USES: Single Family Housing - Multi Family Housing - Commercial

5. REASON(S) THIS PROPOSAL SHOULD BE APPROVED (attach additional information if necessary)

This property is located adjacent to two other multifamily properties

Application Instructions

INTENT: Application to the Stevensville Zoning Board and Town Council for an amendment to the official Zoning Map. Such amendments re-classify property from one zoning district to another.

GENERAL REQUIREMENTS:

- 1.  Submit an application, including the application fee
- 2.  The application must be COMPLETE and SIGNED by the applicant and property owner. An incomplete application may delay review of your request. Attach additional information if needed.
- 3.  Submit the following materials with your signed application:
  - A. A description of the boundaries of the area of the proposed zone change and its relationship to the Town of Stevensville Growth Policy and future land use map.
  - B. A vicinity map of the area showing the location of the property in relation to surrounding land and zoning in the immediate area, and City streets.

Revised 7/2020

       C. The most recently filed plat or certificate of survey;

D. A current tax receipt for the subject property (if available).

E. Any information you may find relative to the review criteria listed below :

#### Review Criteria

Your application will be reviewed using Montana MCA Section 76-2-304, "Criteria and Guidelines for Zoning Regulations" stated below:

(1) Zoning regulations must be:

(a) made in accordance with a growth policy; and (b) designed to:

(i) secure safety from fire and other dangers;

(ii) promote public health, public safety, and the general welfare; and

(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

(a) reasonable provision of adequate light and air;

(b) the effect on motorized and nonmotorized transportation systems;

(c) promotion of compatible urban growth;

(d) the character of the district and its peculiar suitability for particular uses; and

(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

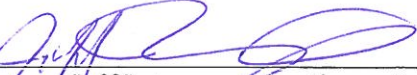
#### PROCESS:

Section 10-94 of the Stevensville Development Code states the Zoning Board and the Town Council will hold public hearings, to give the public an opportunity to be heard upon the matter.

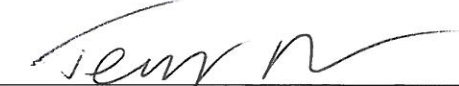
**ANY ZONE CHANGE ACTION IS NOT EFFECTIVE UNTIL THIRTY (30) DAYS FOLLOWING SECOND PASSAGE OF AN APPROVED ZONING ACTION BY THE TOWN COUNCIL.**

The Zoning Board will make a recommendation to the Town Council who will approve, deny or conditionally approve the requested change.

X

  
Owner: Jeff Jessop, member Ilamar Properties, LLC

X

  
Applicant Terry Nelson, Montana Professional Land Surveyor No. 12673LS

## Zone Change Application for Ilamar Properties, LLC

This is a request for a zone change for Tax ID Parcels No. 200600 & 200700 (See legal descriptions as Parcels 1 & 2 on the enclosed Deed as recorded in Document 750035).

Ilamar Properties, LLC has purchased the property which is currently R-1 Residential and would like to change it to R-2 Residential to allow for the building of some townhomes. There is property to the Northwest and to the South which adjoins the property which is zoned R-2. This proposed change will make this R2 zone in this block contiguous. The Town of Stevensville Growth Policy discusses the need for additional housing and as the population continues to age, there will likely be a demand for different housing types. Townhouses and multifamily housing helps provide affordable housing and lowers individual maintenance which is attractive to aging populations.



DOCUMENT: 750035 WARRANTY DEED

RECORDED: 10/8/2020 4:09:16 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$21.00 By

*Kelly Olson*

Deputy

When recorded return to:  
ILamar Properties, LLC  
PO Box 1032  
Corvallis, MT 59828

File No.: RAV51906  
Parcel No.: 200700, 200600 and 277000

**WARRANTY DEED**

FOR VALUE RECEIVED **Jesus Community Church**, hereinafter called Grantor, does hereby grant, bargain, sell and convey unto **ILamar Properties, LLC**, of **PO Box 1032, Corvallis, MT 59828**, hereinafter called Grantee, the following described property, in **Ravalli County, Montana**, to-wit:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all water, water rights, ditches, dams, flumes and easements appurtenant to said lands or usually had and enjoyed with the same.

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD, the said property, with its appurtenances unto the said Grantee, and to Grantee's heirs and assigns FOREVER. And the said Grantor does hereby covenant to and with Grantee, Grantor is the owner in fee simple of said property; that it is free from all encumbrances except for taxes and assessments for current and subsequent years and it will warrant and defend same from all lawful claims whatsoever.

DATED this 8 day of OCTOBER, 2020.

Jesus Community Church

BY: *Glenn Van Note*  
Glenn Van Note, President

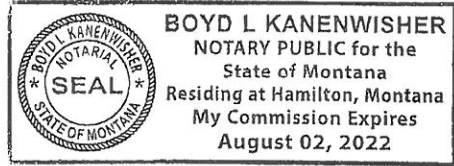
LM



STATE OF Montana )  
 ) ss:  
COUNTY OF Ravalli )

This instrument was acknowledged before me on October 8, 2020, by Glenn Van Note, as President of Jesus Community Church.

Notary Public, State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: Hamilton  
My Commission expires: \_\_\_\_\_





## EXHIBIT A

### PARCEL 1:

Lots 1, 2, 3, 4, 17, 18, 19 and 20, Block 10, Original Townsite of Stevensville, Ravalli County, Montana, according to the official recorded plat thereof. Together with portion of street and ally vacated by Resolutions Recorded in Permanent File No. 8043 and Document No. 542621 which portions attach by operation of law.

### PARCEL 2:

A tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and being more particularly described as follows:

Commencing at the northwest corner of SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 26, Township 9 North, Range 20 West, and thence south along section line 370.78 feet; thence east and at right angles with said section line 234.96 feet; thence north and parallel with Section line 370.78 feet; thence west 234.96 to the place of beginning.

Recording Reference: Book 125 of Deeds, page 477.

EXCEPTING THEREFROM a tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27, T9N R20W P.M.M., a 1 $\frac{1}{4}$ " iron pipe with 3" brass cap, a corner of record; thence N89°38'20" E. 224.91 feet; thence, S0°21'40" E., 1161.48 feet to the southeast corner of the Major John Owen Donation Claim, a corner of record and the point of beginning; thence continuing S0°21'40" E., 200.00 feet to a point; thence; west, parallel with the south boundary of said Donation Claim 150.00 feet; thence, N0°21'40" W., 200.00 feet to the south boundary of Major John Owen Donation Claim; thence east along said south claim boundary 150.00 feet to the point of beginning. (As Recorded in Book 127 of Deeds, page 273)

### PARCEL 3:

A tract of land in Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at southwest corner of Lot 1, Section 26, Township 9 North, Range 20 West, and thence North 139.9 feet; thence east 218 feet, thence south 139.9 and thence west 218 feet to place of beginning.

Recording Reference: Book 125 of Deeds, page 477.

EXCEPTING THEREFROM a tract of land in and being a portion of Lot 2, Block 5, May Addition, Ravalli County, Montana, according to the official recorded plat thereof and Government Lot 1, Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and being more particularly described as follows:

Commencing at the section corner common to Sections 22, 23, 26 and 27, T9N R20W P.M.M., a 1 $\frac{1}{4}$ " iron pipe with 3" brass cap, a corner of record; thence N89°38'20" E. 224.91 feet; thence, S0°21'40" E., 1161.48 feet to the southeast corner of the Major John Owen Donation Claim, a corner of record and the point of beginning; thence continuing S0°21'40" E., 200.00 feet to a point; thence; west, parallel with the south boundary of said Donation Claim 150.00 feet; thence, N0°21'40" W., 200.00 feet to the south boundary of Major John Owen Donation Claim; thence east along said south claim boundary 150.00 feet to the point of beginning. (As Recorded in Book 127 of Deeds, page 273)

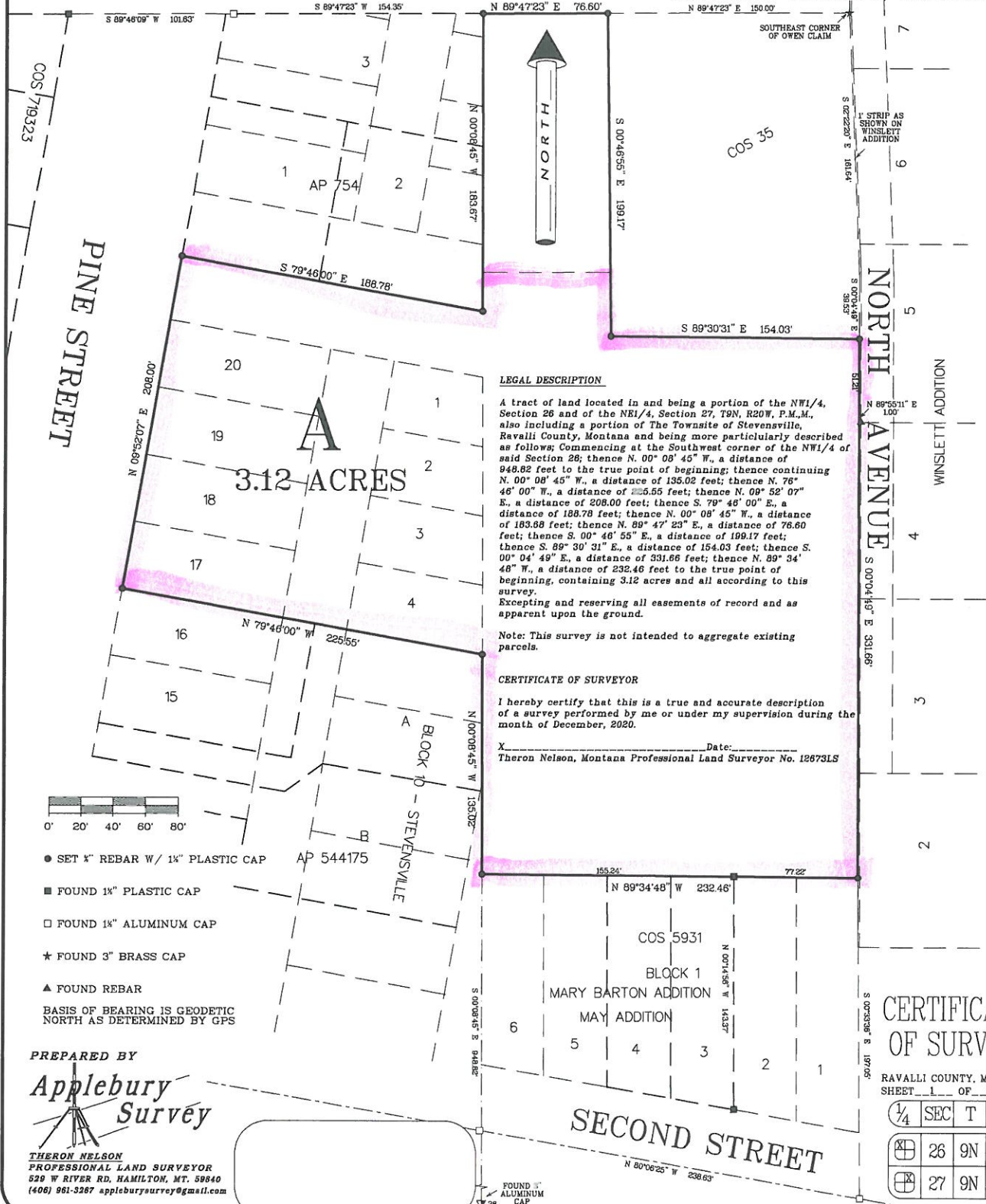
Recording Reference: Book 228 Deeds, page 155.



# CERTIFICATE OF SURVEY

PURPOSE: RETRACEMENT OF DOCUMENT 750035  
OWNER: ILAMAR PROPERTIES LLC

A PORTION OF SECTIONS 26 & 27, T9N, R20W, P.M.,M., ALSO BEING A PORTION OF THE TOWNSITE OF STEVENSVILLE, RAVALLI COUNTY, MONTANA



**LEGAL DESCRIPTION**

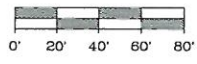
A tract of land located in and being a portion of the NW1/4, Section 26 and of the NE1/4, Section 27, T9N, R20W, P.M.,M., also including a portion of The Townsite of Stevensville, Ravalli County, Montana and being more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of said Section 28; thence N. 00° 08' 45" W., a distance of 948.82 feet to the true point of beginning; thence continuing N. 00° 08' 45" W., a distance of 135.02 feet; thence N. 76° 46' 00" W., a distance of 208.00 feet; thence S. 79° 46' 00" E., a distance of 188.78 feet; thence N. 00° 08' 45" W., a distance of 183.98 feet; thence N. 89° 47' 23" E., a distance of 76.60 feet; thence S. 00° 46' 55" E., a distance of 199.17 feet; thence S. 89° 30' 31" E., a distance of 154.03 feet; thence N. 89° 34' 48" W., a distance of 232.46 feet to the true point of beginning, containing 3.12 acres and all according to this survey. Excepting and reserving all easements of record and as apparent upon the ground.

Note: This survey is not intended to aggregate existing parcels.

**CERTIFICATE OF SURVEYOR**

I hereby certify that this is a true and accurate description of a survey performed by me or under my supervision during the month of December, 2020.

X \_\_\_\_\_ Date: \_\_\_\_\_  
Theron Nelson, Montana Professional Land Surveyor No. 1267315



- SET 1/2" REBAR W/ 1/4" PLASTIC CAP
  - FOUND 1/2" PLASTIC CAP
  - FOUND 1/2" ALUMINUM CAP
  - ★ FOUND 3" BRASS CAP
  - ▲ FOUND REBAR
- BASIS OF BEARING IS GEODETIC NORTH AS DETERMINED BY GPS

PREPARED BY  
**Applebury Survey**

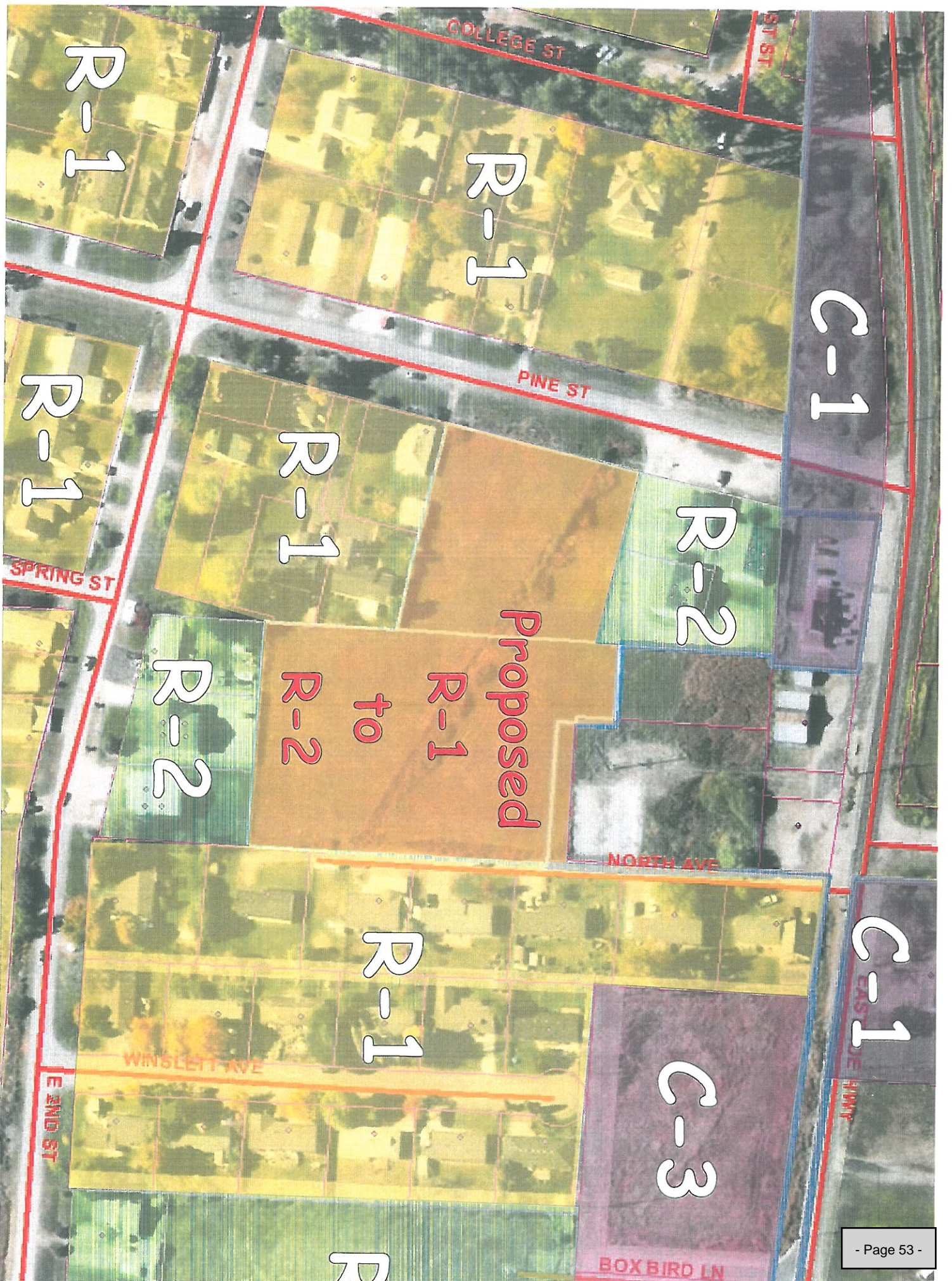
Theron Nelson  
PROFESSIONAL LAND SURVEYOR  
529 W RIVER RD. HAMILTON, MT. 59840  
(406) 961-3287 appleburysurvey@gmail.com

## CERTIFICATE OF SURVEY

RAVALLI COUNTY, MONTANA  
SHEET 1 OF 1

|     |     |     |   |
|-----|-----|-----|---|
| 1/4 | SEC | T   | R |
| 26  | 9N  | 20W |   |
| 27  | 9N  | 20W |   |











Ravalli County Detail

- [Home](#)
- [Tax Search](#)
- [Tax Payments](#)

02/07/21  
10:24:50

RAVALLI COUNTY

Tax ID: 200600  
Type:

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H  
Property Tax Query

| Name & Address          | TW Rang SC  | Description              |
|-------------------------|-------------|--------------------------|
| ILAMAR PROPERTIES LLC   | Sub/Blk/Lot | MAY ADDN / 05/           |
| PO BOX 1032             | Geo         | 1764-26-2-02-16-0000 2-1 |
| CORVALLIS MT 59828-1032 | MAY ADDN    | LOT 2 BLK 5 LESS E 150'  |
|                         | OF N 60.2'  | 1.79 AC                  |

|      | YR | Int Date | Due date | Tax Amount | Penalty | Interest | Total Year |
|------|----|----------|----------|------------|---------|----------|------------|
| Paid | 20 | 02/05/21 | 12/04/20 | 220.69     | 4.41    | 3.80     | 449.56     |
| Paid | 20 | 02/05/21 | 05/31/21 | 220.66     |         |          |            |
| Paid | 19 | 11/14/19 | 12/02/19 | 217.33     |         |          | 434.63     |
| Paid | 19 | 11/14/19 | 05/31/20 | 217.30     |         |          |            |
| Paid | 18 | 11/13/18 | 11/30/18 | 217.20     |         |          | 434.36     |
| Paid | 18 | 11/13/18 | 05/31/19 | 217.16     |         |          |            |
| Paid | 17 | 11/14/17 | 11/30/17 | 215.57     |         |          | 431.11     |
| Paid | 17 | 11/14/17 | 05/31/18 | 215.54     |         |          |            |
| Paid | 16 | 12/02/16 | 12/09/16 | 178.84     |         |          | 357.66     |
| Paid | 16 | 12/02/16 | 05/31/17 | 178.82     |         |          |            |
| Paid | 15 | 11/30/15 | 11/30/15 | 179.65     |         |          | 359.27     |
| Paid | 15 | 11/30/15 | 05/31/16 | 179.62     |         |          |            |
| Paid | 14 | 11/25/14 | 12/01/14 | 181.09     |         |          | 362.16     |
| Paid | 14 | 11/25/14 | 06/01/15 | 181.07     |         |          |            |
| Paid | 13 | 11/16/13 | 12/02/13 | 181.33     |         |          | 362.63     |
| Paid | 13 | 05/12/14 | 06/02/14 | 181.30     |         |          |            |
| Paid | 12 | 11/19/12 | 11/30/12 | 185.38     |         |          | 376.44     |
| Paid | 12 | 07/09/13 | 05/31/13 | 185.36     | 3.71    | 1.99     |            |
| Paid | 11 | 11/16/11 | 11/30/11 | 192.89     |         |          | 385.75     |
| Paid | 11 | 05/19/12 | 05/31/12 | 192.86     |         |          |            |
| Paid | 10 | 11/26/10 | 11/30/10 | 188.46     |         |          | 376.91     |
| Paid | 10 | 05/31/11 | 05/31/11 | 188.45     |         |          |            |

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Ravalli County Detail

- [Home](#)
- [Tax Search](#)
- [Tax Payments](#)

02/07/21  
10:26:00

RAVALLI COUNTY

Tax ID: 200700  
Type:

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H  
Property Tax Query

| Name & Address  | TW Rang SC | Description  |
|---|------------|--|
| ILAMAR PROPERTIES LLC<br>PO BOX 1032<br>CORVALLIS MT 59828-1032 |            | Sub/Blk/Lot STEVENSVILLE / 10/<br>Geo 1764-27-1-19-04-0000 2-1<br>STEVENSVILLE<br>LOTS 1 TO 4 BLK 10<br>LOTS 17 TO 20 BLK 10<br>ALSO FIRST ST CLOSED ADJ<br>TO LOTS 1 & 20 PF #8043<br>ALSO ALLEY CLOSED #542621 |

42,252 SQ FT

|      | YR | Int Date | Due date | Tax Amount | Penalty | Interest | Total Year |
|------|----|----------|----------|------------|---------|----------|------------|
| Paid | 20 | 02/05/21 | 12/04/20 | 224.22     | 4.47    | 3.86     | 456.75     |
| Paid | 20 | 02/05/21 | 05/31/21 | 224.20     |         |          |            |
| Paid | 19 | 11/14/19 | 12/02/19 | 220.80     |         |          | 441.57     |
| Paid | 19 | 11/14/19 | 05/31/20 | 220.77     |         |          |            |
| Paid | 18 | 11/13/18 | 11/30/18 | 256.19     |         |          | 512.37     |
| Paid | 18 | 11/13/18 | 05/31/19 | 256.18     |         |          |            |
| Paid | 17 | 11/14/17 | 11/30/17 | 254.28     |         |          | 508.55     |
| Paid | 17 | 11/14/17 | 05/31/18 | 254.27     |         |          |            |
| Paid | 16 | 12/02/16 | 12/09/16 | 250.39     |         |          | 500.74     |
| Paid | 16 | 12/02/16 | 05/31/17 | 250.35     |         |          |            |
| Paid | 15 | 11/30/15 | 11/30/15 | 251.49     |         |          | 502.96     |
| Paid | 15 | 11/30/15 | 05/31/16 | 251.47     |         |          |            |
| Paid | 14 | 11/25/14 | 12/01/14 | 172.67     |         |          | 345.31     |
| Paid | 14 | 11/25/14 | 06/01/15 | 172.64     |         |          |            |
| Paid | 13 | 11/16/13 | 12/02/13 | 180.76     |         |          | 361.51     |
| Paid | 13 | 05/12/14 | 06/02/14 | 160.75     |         |          |            |
| Paid | 12 | 11/19/12 | 11/30/12 | 194.07     |         |          | 394.08     |
| Paid | 12 | 07/09/13 | 05/31/13 | 194.05     | 3.88    | 2.08     |            |
| Paid | 11 | 11/16/11 | 11/30/11 | 212.28     |         |          | 424.55     |
| Paid | 11 | 05/19/12 | 05/31/12 | 212.27     |         |          |            |
| Paid | 10 | 11/26/10 | 11/30/10 | 218.15     |         |          | 436.29     |
| Paid | 10 | 05/31/11 | 05/31/11 | 218.14     |         |          |            |

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**File Attachments for Item:**

- b. Zoning change application for a portion of the Twin Creeks subdivision from R-1 to R-2





## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | Public Hearing   |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey   |
| <b>Second Person Submitting the Agenda Item:</b>    |  |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Zoning change application for a portion of the Twin Creeks subdivision from R-1 to R-2 |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |



**Action Requested:** Consideration of Zone Change Application  
Consideration of Re-Phase Request

**Hearing Body:** Town Council

**Recommendation:** Approval of Zone Change Application

**Location:** Phase 2,3 Twin Creeks Subdivision

**Subdivision:** Twin Creeks

**Owner:** Stan & Ellen Hendricksen  
PO Box 267, Lolo MT 59847

**Property Type Ravalli County:** VAC\_U – Vacant Land - Rural

**Current Zoning:** Light Density Residential (R-1)

**Proposed Zoning:** Medium Density Residential (R-2)

**Current Use:** Vacant Land, preliminary subdivision plat approved

**Historic Use:** N/A

| <b>Surrounding Properties:</b> | <b>Zoning</b>     | <b>Current Land Use</b>               |
|--------------------------------|-------------------|---------------------------------------|
| North:                         | Residential (R-1) | Residential Single-family             |
| South:                         | None              | Residential Single-family/Vacant Land |
| West:                          | None              | Residential Single-family             |
| East:                          | None              | Residential Single-family/Vacant Land |

**Project Summary**

The applicant is seeking approval of a Zone Change to allow for the development of multi-family housing and submitting a request to change the phasing plan for phases 2 and 3 of the Twin Creeks Subdivision.

**Background**

The Twin Creeks subdivision was approved on November 26, 2007. The original approval was for 117 single-family lots on 42.27 acres. Phase 1, which consists of 53 lots on 17.9 acres, was files and is now built out. The final plat filing deadline for Phase 2 was recently extended by the Town Council and is currently January 15, 2022. The final plat filing deadline for Phase 3 is January 15, 2026.

It is the developer's intent to delete 16 lots from the plat, thereby increasing the common area and open space in the subdivision while also increasing the density on 11 lots in the subdivision. Current R-1 zoning allows only a single dwelling per structure.

**Site Characteristics (Existing)**

- The property is currently vacant and hold a preliminary plat approval for the remaining phases of the Twin Creeks Subdivision.
- The property is accessed from the public streets within the first phase of the subdivision.
- The total area to be re-zoned is 3.53 acres



**Residential Use**

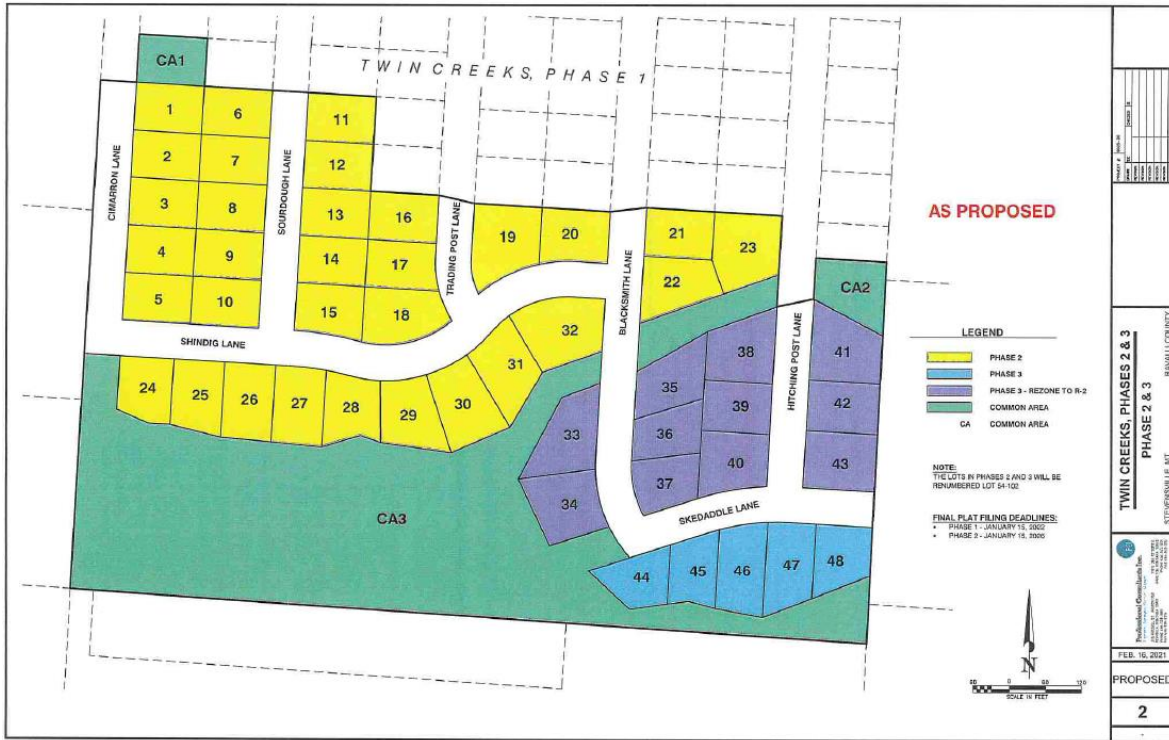
Although the property is zoned Residential R-1 and the zoning district allows for 4 units per acre, the Town's Development Code specifically prohibits more than one dwelling unit per structure in the R-1 Low Density Zone. Because the developer is desirous of concentrating the density of certain lots in order to increase the open space of the subdivision, a zoning change is necessary.

The developer is proposing that 11 lots be re-zoned to R-2 Medium Density. These lots would be developed into two-family townhomes. All other 37 lots in the remaining phases of the subdivision would remain single-family use.

The R-2 Medium Density zoning district allows for more than one dwelling unit per structure and sets minimum dwelling unit sizes of 600 square feet for a one-bedroom unit, and 800 square feet of habitable space for units with more than 1 bedroom.



The proposed layout is shown below. Lot lines of the remaining lots are not changing as part of the proposal.



Above, Phase 2 is identified in yellow, containing 32 lots. Phase 3 is identified in purple (11 two-family lots) and blue, containing 5 single family lots. The remaining land in the subdivision would be used as open space / common area.

The differences in dimensional requirements between the R-1 and R-2 zoning districts are set forth to the right. Foot notes are found on the following page.

**Sec. 10-224. - Dimensional requirements chart.**

| Dimensional requirements                          | R-1 Residential<br>—low density | R-2 Residential<br>—medium density |
|---|---------------------------------|------------------------------------|
| Minimum front yard setback <sup>(5)</sup>         | 25 <sup>(7)</sup>               | 25 <sup>(7)</sup>                  |
| Minimum rear yard setback <sup>(5)</sup>          | 20 <sup>(1)</sup>               | 20 <sup>(1)</sup>                  |
| Minimum side yard setback <sup>(5)</sup>          | 7.5                             | 7.5                                |
| Minimum lot area in sq. ft. <sup>(6)</sup>        | 10,000 <sup>(8), (10)</sup>     | 10,000 <sup>(8), (10)</sup>        |
| Maximum dwelling units per acre                   | 4                               | 16                                 |
| Minimum width of street frontage                  | 40                              | 40                                 |
| Minimum width required in lot <sup>(4)</sup>      | 80                              | 80                                 |
| Minimum depth required in lot <sup>(4)</sup>      | 100                             | 100                                |
| Maximum building height                           | 30                              | 36                                 |
| Maximum lot coverage by structures <sup>(3)</sup> | 30%                             | 40%                                |

Section 10-225 Dimensional Requirements Chart footnotes. The following footnotes from the above table may be applicable to the subject parcels:

*(3) Lot coverage is determined after public right-of-way and private roads are subtracted from the gross land area.*

*(5) Setbacks are measured from the legal property line, as determined by the survey or pin location.*

*(6) Lot area does not include public right-of-way and private roads, but does include the area of any other type of easement.*

**Sec. 10-230. - Residential chart.**

| TYPE  | R-1<br>Residential<br>—low density | R-2<br>Residential<br>—medium<br>density | C-1<br>Commercial      | C-2 Limited<br>commercial |
|---|------------------------------------|--|------------------------|---------------------------|
| Single-family dwelling <sup>(9)</sup>                     | P                                  | P  | p <sup>(3), (11)</sup> | P                         |
| Two to four dwelling units per structure <sup>(10)</sup>  |                                    | P  | p <sup>(3), (11)</sup> | P                         |
| Five or more dwelling units per structure <sup>(10)</sup> |                                    | P  | p <sup>(3)</sup>       | P                         |

Section 10-231 Residential Chart footnotes. The following are applicable footnotes to the residential chart for R-2:

*(9) Minimum dwelling size is 1,000 square feet of habitable space.*

*(10) Minimum dwelling unit size is 800 square feet of habitable space, except one-bedroom units may be a minimum of 600 square feet of habitable space.*

All properties surrounding the subject property are residentially zoned or not zoned at all.

**Consistency with the Town of Stevensville’s Growth Policy**

The proposal is consistent with the Town’s Growth Policy. Goal #5 provides for a mix of housing options. Both goal 5.1 and 5.3 address ways that the Town of Stevensville should encourage housing that is priced affordably and allow for increased density. The Growth Policy encourages the Town to remove barriers that limit infill housing and preserve neighborhood compatibility.

The applicant has expressed intent to accommodate an ageing population. The Town’s Growth Policy encourages the development of housing that allows seniors to age in place. Accordingly, the townhome housing style is compatible with this goal. Further, the proposal is of a low impact to the surrounding area due to the overall density of the subdivision not increasing.

The 2019 American Community Survey 5-year Estimates reflect that there were 931 housing units within Stevensville. The survey determined that 34% of the total housing units were in a structure with two or more units. Primarily, the housing units in Stevensville consist of single-family homes. Of the single-family homes, 25% of them are occupied by renters. In contrast, of the 320 units in multi-family structures, 98 % are occupied by renters. The survey in 2019 showed that 96% of the units in structures with more than one dwelling were occupied. This percentage likely increased since 2019 and is verified through contacts in the real estate and property management markets.

This type of proposed development would conceivably encourage home ownership at a more reasonable price-point than that of single-family homes. Further, the potential exists to reduce the overall percentage of renter-occupied multi-family structures community wide. A building example is included below.



### **Considerations**

In considering the proposal in its totality, thought should be given to the capacity of the surrounding infrastructure. There may be limitations to water and sewer infrastructure, however those limitations are relative to other development in the community and timing of projects. Transportation infrastructure appears to be adequate in the immediate vicinity, but the impacts are undetermined further off site.

### **Public Input**

- All property owners within 500 feet of the property were notified of the Zone Change/Re-phase Public Hearing
- Public Notice was published in the Bitterroot Star
- The developer sent a letter to all properties within Phase 1 of the Twin Creeks Subdivision

### **Findings of Fact**

- The current zoning is R-1, Low Density Residential
- The surrounding properties are zoned R-1 or un-zoned
- The surrounding uses are single-family residential and vacant land/agricultural
- The proposed R-2 Medium Density zoning designation is consistent with the Town of Stevensville's Growth policy
- The proposal increases the common area within the subdivision for the enjoyment of the neighborhood.
- The proposal cooperatively works with adjacent landowners and changes in willingness to sell property
- The number of total lots in the subdivision is reduced in the proposal.

**Staff Recommendation: Approval**

**Planning & Zoning Board Recommendation: Approval**

**ATTACHMENTS:**

- **Application**
- **Letter from Applicant**
- **Vicinity maps**

Prepared by: Mayor Brandon Dewey



April 15, 2021

**RE: ZONING CHANGE APPLICATION FOR TWIN CREEKS SUBDIVISION FROM R-1 TO R-2**

Dear Mayor Dewey and Members of Stevensville Town Council:

On March 31, 2021, the Stevensville Planning and Zoning Board held a Public Hearing regarding a Zoning Change Application from Ron Ewart of PCI, representing owners Stan and Ellen Hendrickson, LLC. Draft Minutes of this Hearing are being prepared for your information.

Following the Public Hearing the Board met and discussed what their recommendation would be.

After discussion of the proposal, Planning and Zoning Board member Greg Chilcott made a motion to accept the findings of fact (listed below) within the Staff Report, adding three findings, and recommending approval of the request to rezone Lots 33-43 of Phase 3 of Twin Creeks Subdivision from R-1 to R-2. Meghan Hanson seconded the motion.

**Findings of Fact:**

- The current zoning is R-1, Low Density Residential
- The surrounding properties are zoned R-1 or un-zoned
- The surrounding uses are single-family residential and vacant land/agricultural
- The proposed R-2 Medium Density zoning designation is consistent with the Town of Stevensville's Growth policy

**Additional Findings of Fact:**

- The proposal increases the Common Area within Twin Creeks Subdivision

- The proposal works with the adjacent landowner
- The proposal reduces the total number of lots in the development

The Board voted unanimously to approve this motion.

Board Member Chilcott noted that Chairman Kellogg recused himself from discussion and vote on this item.

Respectfully submitted on behalf of the Stevensville Planning and Zoning Board,

A handwritten signature in black ink, appearing to read "John Kellogg". The signature is written in a cursive, flowing style.

John Kellogg, Chairman



DATE RECEIVED:

Town of Stevensville  
ZONE CHANGE  
Application Form

APPLICATION FEE: \$450.00  
(Payable to the Town of Stevensville)  
ALL FEES ARE NON-REFUNDABLE

Please provide all of the information requested in the Application Instructions and Checklist  
AN INCOMPLETE APPLICATION MAY DELAY REVIEW OF YOUR REQUEST

- 1. PROPOSED ZONING: R-2 (FROM R-1) ADJACENT ZONING: R-1, PL/I, UNZONED
- 2. PRESENT USE: VACANT, WITH PRELIMINARY PLAT APPROVAL
- 3. PROPOSED USE: (attach additional information if necessary) SEE ATTACHED LETTER-PCI

---

- 4. ADJACENT USES: RESIDENTIAL ≠ AGRICULTURAL
- 5. REASON(S) THIS PROPOSAL SHOULD BE APPROVED (attach additional information if necessary)

---

SEE ATTACHED LETTER

---

Application Instructions

INTENT: Application to the Stevensville Zoning Board and Town Council for an amendment to the official Zoning Map. Such amendments re-classify property from one zoning district to another.

GENERAL REQUIREMENTS:

- 1.  Submit an application, including the application fee
- 2.  The application must be COMPLETE and SIGNED by the applicant and property owner. An incomplete application may delay review of your request. Attach additional information if needed.
- 3.  Submit the following materials with your signed application: SEE LETTER SIGNED BY OWNER AND PCI
  - A. A description of the boundaries of the area of the proposed zone change and its relationship to the Town of Stevensville Growth Policy and future land use map. SEE LEGAL DESCRIPTION
  - B. A vicinity map of the area showing the location of the property in relation to surrounding land and zoning in the immediate area, and City streets.



- C. The most recently filed plat or certificate of survey;
- D. A current tax receipt for the subject property (if available).
- E. Any information you may find relative to the review criteria listed below:

**Review Criteria**

Your application will be reviewed using Montana MCA Section 76-2-304, "Criteria and Guidelines for Zoning Regulations" stated below:

- (1) *Zoning regulations must be:*
  - (a) *made in accordance with a growth policy; and*
  - (b) *designed to:*
    - (i) *secure safety from fire and other dangers;*
    - (ii) *promote public health, public safety, and the general welfare; and*
    - (iii) *facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.*
- (2) *In the adoption of zoning regulations, the municipal governing body shall consider:*
  - (a) *reasonable provision of adequate light and air;*
  - (b) *the effect on motorized and nonmotorized transportation systems;*
  - (c) *promotion of compatible urban growth;*
  - (d) *the character of the district and its peculiar suitability for particular uses; and*
  - (e) *conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.*

**PROCESS:**

Section 10-94 of the Stevensville Development Code states the Zoning Board and the Town Council will hold public hearings, to give the public an opportunity to be heard upon the matter.

**ANY ZONE CHANGE ACTION IS NOT EFFECTIVE UNTIL THIRTY (30) DAYS FOLLOWING SECOND PASSAGE OF AN APPROVED ZONING ACTION BY THE TOWN COUNCIL.**

The Zoning Board will make a recommendation to the Town Council who will approve, deny or conditionally approve the requested change.



3115 Russell Street • PO Box 1750 • Missoula, Montana 59806  
406-728-1880 • fax 406-728-0276

February 17, 2021

Town of Stevensville  
206 Buck Street  
Stevensville, MT 59870

RE: Twin Creeks Subdivision, Phases 2 and 3 Rephasing and Rezoning

Dear Mayor Dewey and Councilors,

We respectfully request to rephase and rezone a portion of Phase 2 and Phase 3 of Twin Creeks subdivision. The proposal is to delete 16 lots in the current Phase 3 and to rezone from R-1 to R-2 eleven lots in the revised Phase 3 to allow for two-family townhomes. The total area to be rezoned is 3.53 acres, or about 17 per cent of the land areas in Phases 2 and 3. The rest of the development will remain R-1 single-family and the overall density will remain the same as it was with the original subdivision approval. Approximately 1300 linear feet of roadway and utilities will then not have to be constructed and installed, and the undisturbed Common Area will be greatly increased. The 2.0 acres outside of, but adjacent to the south of, the original 40.27-acre tract was earlier included in the preliminary plat with 9 lots. The 2.0 acres now has different owners than when the subdivision was approved and will no longer be part of the subdivision. The 2.0 acres will still be permitted whatever legal access that has earlier been granted the property.

The Twin Creeks subdivision was approved on November 26, 2007. The original approval was for 117 single-family lots on 42.27 acres. Phase 1, which consisted of 53 lots on 17.9 acres, was filed and is now built out. The final plat filing deadline for Phase 2 is currently January 15, 2022 and the deadline for Phase 3 is January 15, 2026. We are not asking for an amendment to the filing plat deadlines of either phase, or to move any lot boundaries- aside from deleting the 16 said lots.

The approved density of Phases 2 and 3, with the outside 2.0 acres, was 64 lots on 24.37 acres = 2.63 units per acre. Without the 2.0 acres, a density of 2.63 units per acre on the remaining 22.37 acres of Phases 2 and 3 would allow 59 units. In this proposal, the 9 lots in the outside 2.0 acres and 7 lots in the southwest corner area of the subject property would be deleted. Therefore, with this proposal 16 lots will be deleted, and 11 of the remaining in Phase 3 lots will be rezoned to R-2 allow for two-family townhomes. All the other 37 lots in Phase 2 and 3 will be single family only.

As compared with the existing approval, this proposed design will require much less construction and ground disturbance and will increase the existing natural Common Area by nearly two acres. The Common Area will be owned by the Twin Creeks Home Owner Association (HOA), so any owners- including those in Phase 1- may walk and recreate in the Common Area. The proposed enlarging of the Common Area will preserve more of the existing habitat for birds, mammals, and riparian-type wildlife and vegetation. With less impervious surfaces (roads, buildings, etc.) there will be less need for construction of drainage facilities, thereby leaving this area in more of a natural state.

The two-family townhomes, or duplexes, would be rather small homes- likely one-story, two-bedroom, one bath, with one-car garages. With the 25-foot front yard setback there would be plenty of room for another parked car in the driveway. The homes may potentially be set up so that people could own one unit or the other through condominium or townhome rules. These homes would be rather affordable and would probably attract older folks who prefer a smaller, single-level home. These 11 two-family lots will be clustered and located away from the completed single-family Phase 1. The two-family homes would fit on the same lots that were previously designed for single-family homes, or the zoning would also allow that a single-family home could be constructed on one of these 11 lots re-zoned to R-2.

At this time, the entire property is zoned Residential-Low Density R-1, which allows a density of up to 4 single-family dwellings per acre. The R-2 zone allows multi-family residential use at a density of up to 16 units per acre. However, the rezoning to R-2 of these 11 lots- which amounts to about 1/6<sup>th</sup> of Phases 2 and 3, would result in the same density as the existing approval of 2.63 units per acre. Essentially Phase 2 will consist of 32 single-family lots and Phase 3 will consist of 5 single family lots and 11 two-family lots, for a total of 48 lots and 59 dwelling units in both Phases 2 and 3 on the 22.37 acres.

Phases 2 and 3 of Twin Creeks will fall under the same covenants and HOA as Phase 1. The filed covenants state that lots shall be used in accordance with applicable zoning by the Town of Stevensville. The proposal meets objectives in the Town of Stevensville Growth Policy, 2016 Update as well as the "Criteria and Guidelines for Zoning Regulations" from Montana MCA Section 76-2-304. A legal description of the subject area to be re-zoned from R-1 to R-2 is within this submittal packet.

Attached are the main relevant sections from Chapter 10 of the Town Development Code regarding the R-1 and the R-2 zoning districts, along with other information per the zoning application requirements.

Thank you very much for your time and review. I would be happy to meet with any interested persons or to provide additional information and answer questions. I plan to send a copy of this letter and attachments to the lot owners in Phase 1 and the surrounding properties.

Sincerely,



Ron Ewart



Land Use Planner

**Professional Consultants Inc.**

3115 Russell St / PO Box 1750

Missoula, MT 59806

Office- (406) 728.1880

Cell- (406) 240-0002

[rone@pcimontana.com](mailto:rone@pcimontana.com)

[www.pcimontana.com](http://www.pcimontana.com)

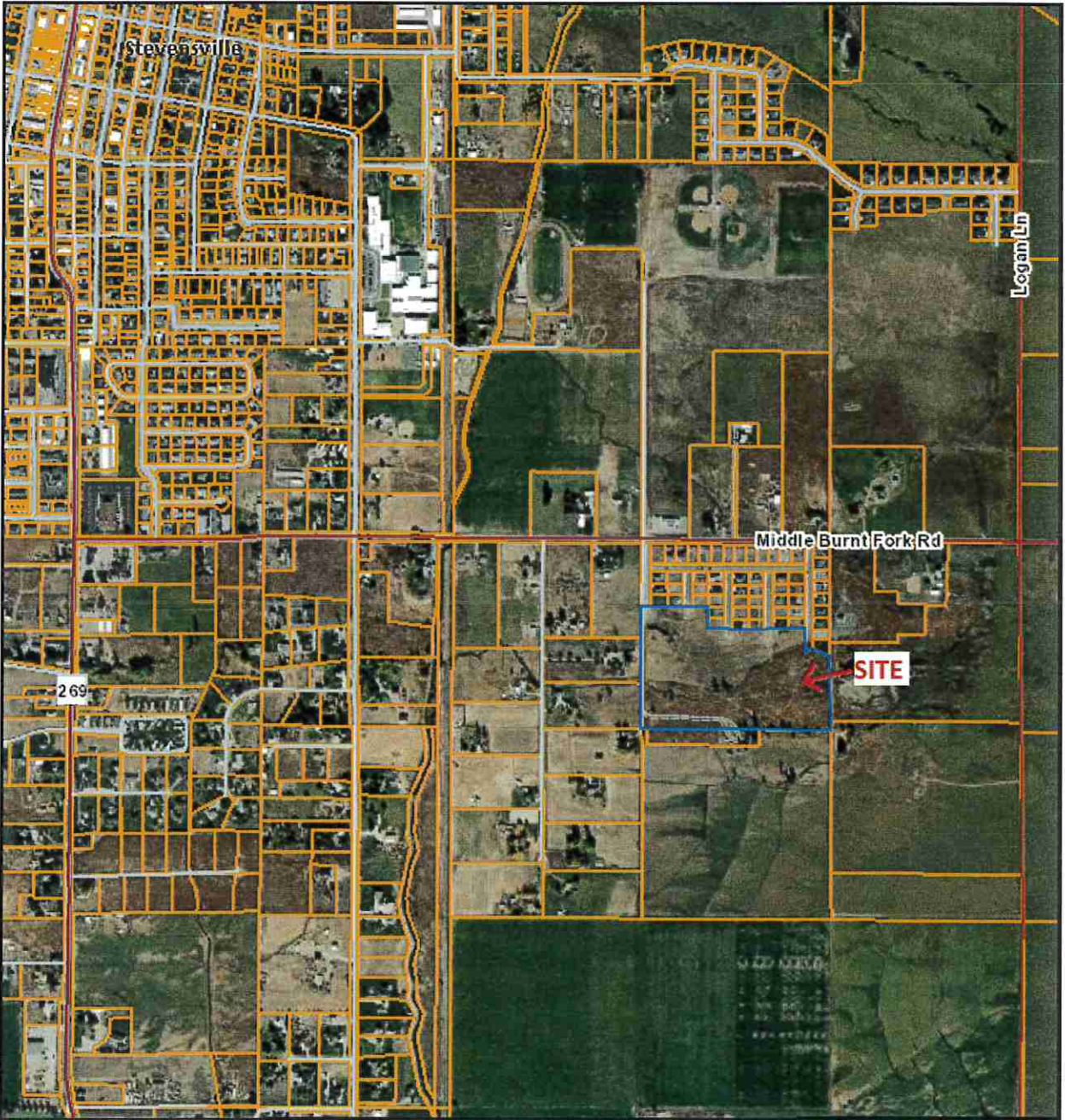
Attachments



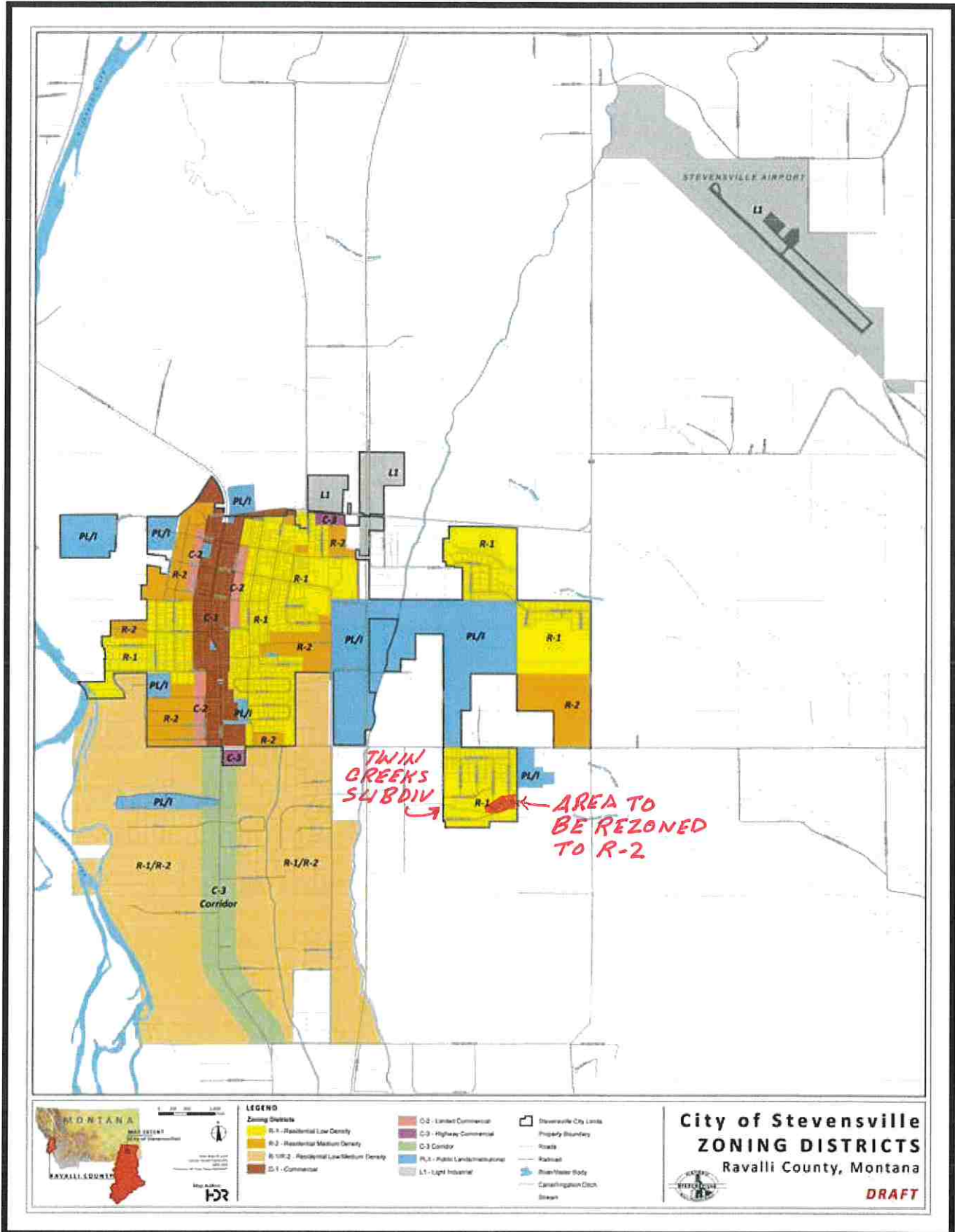
# TWIN CREEKS SUBDIVISION

## PHASES 2 AND 3

### AERIAL VICINITY MAP



Map 8 - Draft Zoning Map



| Zoning Districts                         |                                   | Stevensville City Limits |                      |
|--|-----------------------------------|--------------------------|----------------------|
| R-1 - Residential Low Density            | C-2 - Limited Commercial          | City Limits              | Property Boundary    |
| R-2 - Residential Medium Density         | C-3 - Highway Commercial          | Roads                    | Roadway Right-of-Way |
| R-1/R-2 - Residential Low/Medium Density | C-3 Corridor                      | Railroad                 | Canal/Ingress Ditch  |
| C-2 - Commercial                         | PL/I - Public Lands Institutional | Stream                   |                      |
| L1 - Light Industrial                    |                                   |                          |                      |

**City of Stevensville**  
**ZONING DISTRICTS**  
 Ravalli County, Montana  
**DRAFT**







TWIN CREEKS, PHASE 1

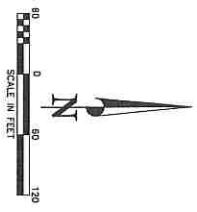
**AS APPROVED**

**LEGEND**

- PHASE 2
- PHASE 3
- COMMON AREA
- CA COMMON AREA

**FINAL PLAT FILING DEADLINES:**

- PHASE 1 - JANUARY 15, 2022
- PHASE 2 - JANUARY 15, 2026



|  |                      |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
|--|----------------------|--|---|--|-------------------|--|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <p>APPROVED</p> <p style="font-size: 24pt; font-weight: bold;">1</p> | <p>FEB. 16, 2021</p> | <p><b>Professional Consultants Inc.</b><br/> <small>1000 N. 10th Street, Suite 100<br/>         Helena, MT 59601<br/>         Phone: (406) 261-1111<br/>         Fax: (406) 261-1112<br/>         www.pci-mt.com</small></p> | <p><b>TWIN CREEKS, PHASES 2 &amp; 3</b></p> <p><b>PHASE 2 &amp; 3</b></p> <p>STEVENSVILLE, MT      RAVALLI COUNTY</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">PROJECT # 8025-20</td> </tr> <tr> <td style="font-size: 8pt;">DRAWN BY</td> <td style="font-size: 8pt;">CHECKED BY</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">REVISED BY</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">REVISED BY</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">REVISED BY</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">REVISED BY</td> </tr> </table> | PROJECT # 8025-20 |  | DRAWN BY | CHECKED BY | REVISED BY | REVISED BY | REVISED BY | REVISED BY | REVISED BY | REVISED BY | REVISED BY | REVISED BY |
| PROJECT # 8025-20  |                      |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
| DRAWN BY   | CHECKED BY           |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
| REVISED BY   | REVISED BY           |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
| REVISED BY   | REVISED BY           |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
| REVISED BY   | REVISED BY           |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |
| REVISED BY   | REVISED BY           |  |   |  |                   |  |          |            |            |            |            |            |            |            |            |            |





**AS PROPOSED**

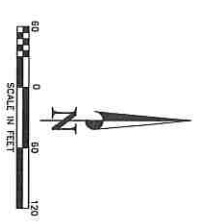
**LEGEND**

- PHASE 2
- PHASE 3
- PHASE 3 - REZONE TO R-2
- COMMON AREA
- COMMON AREA
- CA

**NOTE:**  
 THE LOTS IN PHASES 2 AND 3 WILL BE  
 RENUMBERED LOT 54-102

**FINAL PLAT FILING DEADLINES:**

- PHASE 1 - JANUARY 15, 2022
- PHASE 2 - JANUARY 15, 2026



|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------|----------|---|--|-----------|---------|------|--|-----|--|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>PROPOSED</b> | <b>2</b> | <p><b>TWIN CREEKS, PHASES 2 &amp; 3</b></p> <p><b>PHASE 2 &amp; 3</b></p> <p>STEVENSVILLE, MT      RAVALLI COUNTY</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">PROJECT #</td> <td style="font-size: 8px;">0225-20</td> </tr> <tr> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;">REV</td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;">CHECKED</td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> <tr> <td style="font-size: 8px;"> </td> <td style="font-size: 8px;"> </td> </tr> </table> | PROJECT # | 0225-20 | DATE |  | REV |  | CHECKED |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PROJECT #       | 0225-20  |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
| DATE            |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
| REV             |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
| CHECKED         |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                 |          |   |  |           |         |      |  |     |  |         |  |  |  |  |  |  |  |  |  |  |  |  |  |

## SECTIONS FROM CH. 10

### Sec. 10-216. - R-1 Residential Low Density District.

The R-1 residential low density district encompasses all of the single-family residential areas in the town. Residential densities are generally less than five units per acre.

(Res. No. 168, § 16.30.020, 3-26-2001; Ord. No. 154, § 4, 1-8-2015)

### Sec. 10-217. - R-2 Residential Medium Density District.

The R-2 residential medium density district is the town's multifamily residential area that allows attached housing at densities ranging up to 16 units per acre. Access to multifamily housing is predominantly from arterial streets.

(Res. No. 168, § 16.30.030, 3-26-2001; Ord. No. 154, § 4, 1-8-2015)

### Sec. 10-224. - Dimensional requirements chart.

| Dimensional requirements                          | R-1 Residential—low density | R-2 Residential—medium density | C-1 Commercial     | C-2 Limited commercial | C-3 Highway commercial | LI Light industrial | PLI Public lands/institutions |
|---|-----------------------------|--------------------------------|--------------------|------------------------|------------------------|---------------------|-------------------------------|
| Minimum front yard setback <sup>(5)</sup>         | 25 <sup>(7)</sup>           | 25 <sup>(7)</sup>              | 0 <sup>(2.a)</sup> | 15                     | 25 <sup>(2.d)</sup>    | 15                  | 25                            |
| Minimum rear yard setback <sup>(5)</sup>          | 20 <sup>(1)</sup>           | 20 <sup>(1)</sup>              | 0                  | 20 <sup>(1)</sup>      | 25                     | 0 <sup>(2.b)</sup>  | 20                            |
| Minimum side yard setback <sup>(5)</sup>          | 7.5                         | 7.5                            | 0                  | 7.5                    | 7.5                    | 0 <sup>(2.b)</sup>  | 10 <sup>(2.c)</sup>           |
| Minimum lot area in sq. ft. <sup>(6)</sup>        | 10,000 <sup>(8)</sup>       | 10,000 <sup>(8)</sup>          | 0                  | 0                      | 0 <sup>(10)</sup>      | 0                   | 0                             |
| Maximum dwelling units per acre                   | 4                           | 16                             | 10                 | 10                     | 16                     | 0                   | 0                             |
| Minimum width of street frontage                  | 40                          | 40                             | 0                  | 50                     | 50                     | 50                  | 50                            |
| Minimum width required in lot <sup>(4)</sup>      | 80                          | 80                             | 0                  | 80                     | 80                     | 100                 | 100                           |
| Minimum depth required in lot <sup>(4)</sup>      | 100                         | 100                            | 0                  | 100                    | 100                    | 120                 | 120                           |
| Maximum building height                           | 30                          | 36                             | 40                 | 32                     | 32                     | 32                  | 40                            |
| Maximum lot coverage by structures <sup>(3)</sup> | 30%                         | 40%                            | 100%               | 60%                    | 70%                    | 70%                 | 45%                           |

### Sec. 10-230. - Residential chart.

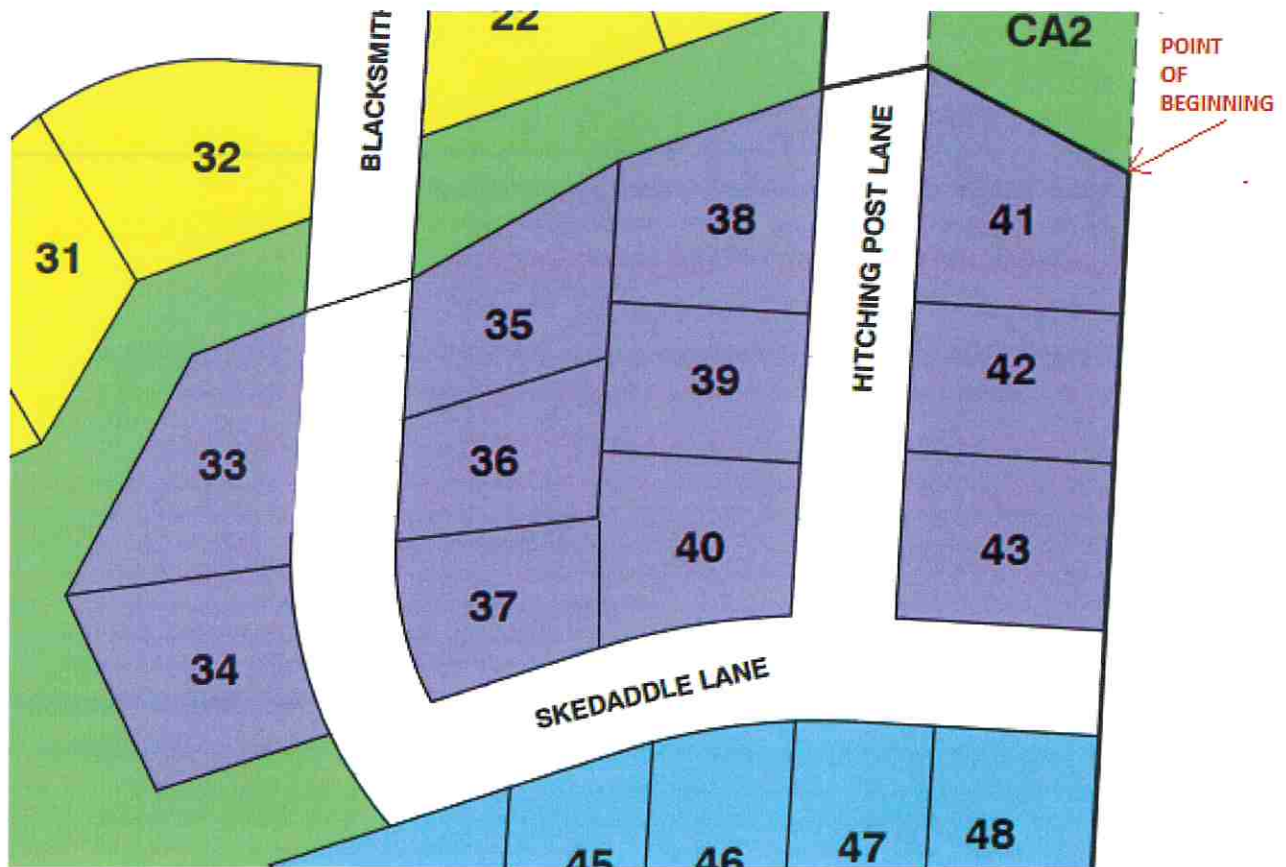
| TYPE   | R-1 Residential—low density | R-2 Residential—medium density | C-1 Commercial         | C-2 Limited commercial | C-3 Highway commercial | LI Light industrial | PLI Public lands/institutions |
|--|-----------------------------|--------------------------------|------------------------|------------------------|------------------------|---------------------|-------------------------------|
| Single-family dwelling <sup>(9)</sup>                    | P                           | P                              | P <sup>(3), (11)</sup> | P                      | P                      |                     |                               |
| Two to four dwelling units per structure <sup>(10)</sup> |                             | P                              | P <sup>(3), (11)</sup> | P                      | P                      |                     |                               |



## TWIN CREEKS – PHASE 3 REZONING LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN AND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PMM, RAVALLI COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF COMMON AREA 2 OF TWIN CREEKS, PHASE 2, A SUBDIVISION OF RAVALLI COUNTY; THENCE ALONG THE EAST BOUNDARY OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, S02°45'57"W 260.23 FEET; THENCE N86°41'24"W 139.15 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 159.37 FEET ALONG SAID TANGENT CURVE TO THE LEFT, OF RADIUS 430.00 FEET AND DELTA 21°14'09" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, S72°04'27"W 258.55 FEET; THENCE N25°25'06"W 122.68 FEET; THENCE N27°59'01"E 154.48 FEET; THENCE N68°56'38"E 68.43 FEET; THENCE N72°34'55"E 64.15 FEET; THENCE N60°13'08"E 135.77 FEET; THENCE N70°36'14"E 123.31 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TWIN CREEKS, PHASE 2; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTH BOUNDARY: N78°02'04"E 62.20 FEET; THENCE S62°08'08"E 129.80 FEET TO THE POINT OF BEGINNING, CONTAINING 3.53 ACRES.





Ravalli County Detail

- [Home](#)
- [Tax Search](#)
- [Tax Payments](#)

02/09/21  
09:41:06

RAVALLI COUNTY  
RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H  
Property Tax Query

Tax ID: 318600  
Type:

| Name & Address           | TW Rang SC | Description                  |
|--------------------------|------------|------------------------------|
| -----                    |            |                              |
| HENDRICKSEN STAN & ELLEN | 9 /20 /35  |                              |
| PO BOX 267               |            | Geo 1764-35-1-01-04-0000 2-1 |
| LOLO MT 59847-0267       |            | NWNE INDEX 2                 |
|                          |            | CS #560214-TR LESS CORR PLAT |
|                          |            | TWIN CREEKS PHASE 1          |
|                          |            | 22.361 AC                    |

|         | YR | Int Date | Due date | Tax Amount | Penalty | Interest | Total Year |
|---------|----|----------|----------|------------|---------|----------|------------|
| -----   |    |          |          |            |         |          |            |
| Paid    | 20 | 11/23/20 | 12/04/20 | 53.95      |         |          | 107.89     |
| Tax Due | 20 | 02/09/21 | 05/31/21 | 53.94      |         |          |            |
| Paid    | 19 | 11/21/19 | 12/02/19 | 53.23      |         |          | 106.45     |
| Paid    | 19 | 05/13/20 | 05/31/20 | 53.22      |         |          |            |
| Paid    | 18 | 11/26/18 | 11/30/18 | 48.21      |         |          | 96.42      |
| Paid    | 18 | 05/31/19 | 05/31/19 | 48.21      |         |          |            |
| Paid    | 17 | 11/27/17 | 11/30/17 | 47.87      |         |          | 95.73      |
| Paid    | 17 | 05/29/18 | 05/31/18 | 47.86      |         |          |            |
| Paid    | 16 | 11/25/16 | 12/09/16 | 44.39      |         |          | 88.78      |
| Paid    | 16 | 05/31/17 | 05/31/17 | 44.39      |         |          |            |
| Paid    | 15 | 11/25/15 | 11/30/15 | 44.62      |         |          | 89.23      |
| Paid    | 15 | 05/17/16 | 05/31/16 | 44.61      |         |          |            |
| Paid    | 14 | 11/21/14 | 12/01/14 | 108.73     |         |          | 217.46     |
| Paid    | 14 | 11/25/14 | 06/01/15 | 108.73     |         |          |            |
| Paid    | 13 | 11/06/13 | 12/02/13 | 110.77     |         |          | 221.52     |
| Paid    | 13 | 01/02/14 | 06/02/14 | 110.75     |         |          |            |
| Paid    | 12 | 11/10/12 | 11/30/12 | 111.72     |         |          | 226.56     |
| Paid    | 12 | 06/30/13 | 05/31/13 | 111.69     | 2.23    | 0.92     |            |
| Paid    | 11 | 06/30/12 | 11/30/11 | 113.38     | 2.27    | 6.60     | 238.82     |
| Paid    | 11 | 06/30/12 | 05/31/12 | 113.37     | 2.27    | 0.93     |            |
| Paid    | 10 | 09/30/11 | 11/30/10 | 107.94     | 2.16    | 8.98     | 232.78     |
| Paid    | 10 | 09/30/11 | 05/31/11 | 107.94     | 2.16    | 3.60     |            |

Feb 12, 2021

I, Stan Hendricksen am the owner of  
phase 2 and phase 3 of the Twin  
Creeks subdivision in Stevensville,  
mt. I am in favor of rezoning the  
11 lots from R-1 to R-2 as explained  
to me by Ron Ewart, of PCI

Sincerely,

Stan Hendricksen

406-239-5808

I concur. Ron Ewart, PCI

**File Attachments for Item:**

- a. Discussion/Decision: Project plans for the Jean Thomas Parks Beautification Fund



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | Unfinished Business  |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey, Mayor  |
| <b>Second Person Submitting the Agenda Item:</b>    | Bobby Sonsteng, Parks & Rec Director   |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Discussion/Decision: Project plans for the Jean Thomas Parks Beautification Fund |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |



**Agenda Item:** Discussion/Decision: Project plans for the Jean Thomas Parks Beautification Fund

**Other Council Meetings**

a. 04/06/2021 Special Council Meeting

**Exhibits**

*This agenda item provides Council with the ability to provide input and approve use of the Jean Thomas Parks Beautification Fund for proposed park renovation projects.*

**Background:**

The Jean Thomas Parks Beautification Fund was established by the Town Council in 2017 by Resolution 400 for the benefit and beautification of the Town of Stevensville Parks. The fund was established after the late Jean Thomas named the Town of Stevensville as the beneficiary of her estate. The fund was established with \$75,000 dollars.

Upon the establishment of the fund, the Park Board began the process of identifying needs in Stevensville’s parks. Parks & Recreation Director Bobby Sonsteng has reviewed the work of the Park Board as well as public comment from meetings of the Park Board and is bringing forth a proposal to appropriate \$25,000 towards renovations in Father Ravalli Park. The renovations would include the following:

- The existing swing set would be repainted, and new swings would be installed on the structure
- The western fence adjacent to the basketball court would be replaced with a solid wooden fence that would be utilized as a climbing wall for small children as pictured below.



- The wooden fence on the north boundary of the park would be updated or replaced through a partnership with the adjacent landowner.
- The existing play structure at Father Ravalli Park is beyond the limits of its useful life. Parts of the structure have failed, and it no longer meets many playground safety standards. The structure was moved to Father Ravalli Park from Lewis & Clark Park when Bear Mountain Playground was built. New playground structures are economically priced right now. Below are examples of potential structures with associated pricing. Structures will serve ages 2-12.



The above structures are examples from a specific vendor. If the proposal is approved, further research would be done and consultation with the Park Board to determine the best structure for the site.

Finally, new maintenance free picnic tables and new garbage receptacles would be purchased and installed at Father Ravalli Park. Surfaces under play equipment would be addressed as part of the renovation, too.

In addition to the above renovation budget for Father Ravalli Park, the administration is recommending a contribution of \$25,000 to the Stevensville Civic Club splash pad project at Lewis & Clark Park.

The recommended contribution has not been solicited by the Civic Club; however, the Town Council had requested that the splash pad use recirculating water rather than constant fresh water. The contribution could help the club with this expense. The recirculating system will create an operational cost savings 4-years after installation. The Town will be responsible for operational and maintenance costs of the feature once installation is complete.

In total, this proposal seeks the approval to use \$50,000 of the funding available in the Jean Thomas Parks Beautification Fund. The remaining \$25,000 in the fund will be used at a later date for future needs at other parks within the Town's recreation system.

**Board/Commission Recommendation:**  **Applicable** -  **Not Applicable**

The Park Board recommends that the Town Council approve the appropriations as presented.

Upon approval from the Town Council, the Park Board will be consulted in further detail on renovations for Father Ravalli Park.

**Alternative(s):** Do not approve the appropriation.

**MOTION**

**I move to:** to approve the proposed project plans utilizing the Jean Thomas Parks Beautification Funds.



**File Attachments for Item:**

- a. Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | New Business   |
| <b>Person Submitting the Agenda Item:</b>           | Brandon Dewey  |
| <b>Second Person Submitting the Agenda Item:</b>    |  |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Discussion/Decision: First Reading of Ordinance No. 167, re-zoning certain parcels from R1 to R2 Residential |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |

**ORDINANCE No. 167**

---

AN ORDINANCE OF THE TOWN OF STEVENSVILLE, MONTANA,  
CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY FROM “R1,  
LOW DENSITY RESIDENTIAL” TO “R2, MEDIUM DENSITY RESIDENTIAL”.

SECTION 1. The parcels, legally described by the attachment hereto and depicted by the accompanying map, is hereby re zoned “R2, Medium Density Residential”.

PASSED on first reading by the Town Council of the Town of Stevensville, Montana, on this \_\_\_\_ day of \_\_\_\_\_ 2021.

Approved:

Attest:

\_\_\_\_\_  
Brandon E. Dewey  
Mayor

\_\_\_\_\_  
Jenelle Berthoud  
Town Clerk

PASSED AND ADOPTED on second reading by the Town Council of the Town of Stevensville, Montana, on this \_\_\_\_ day of \_\_\_\_\_ 2021.

Approved:

Attest:

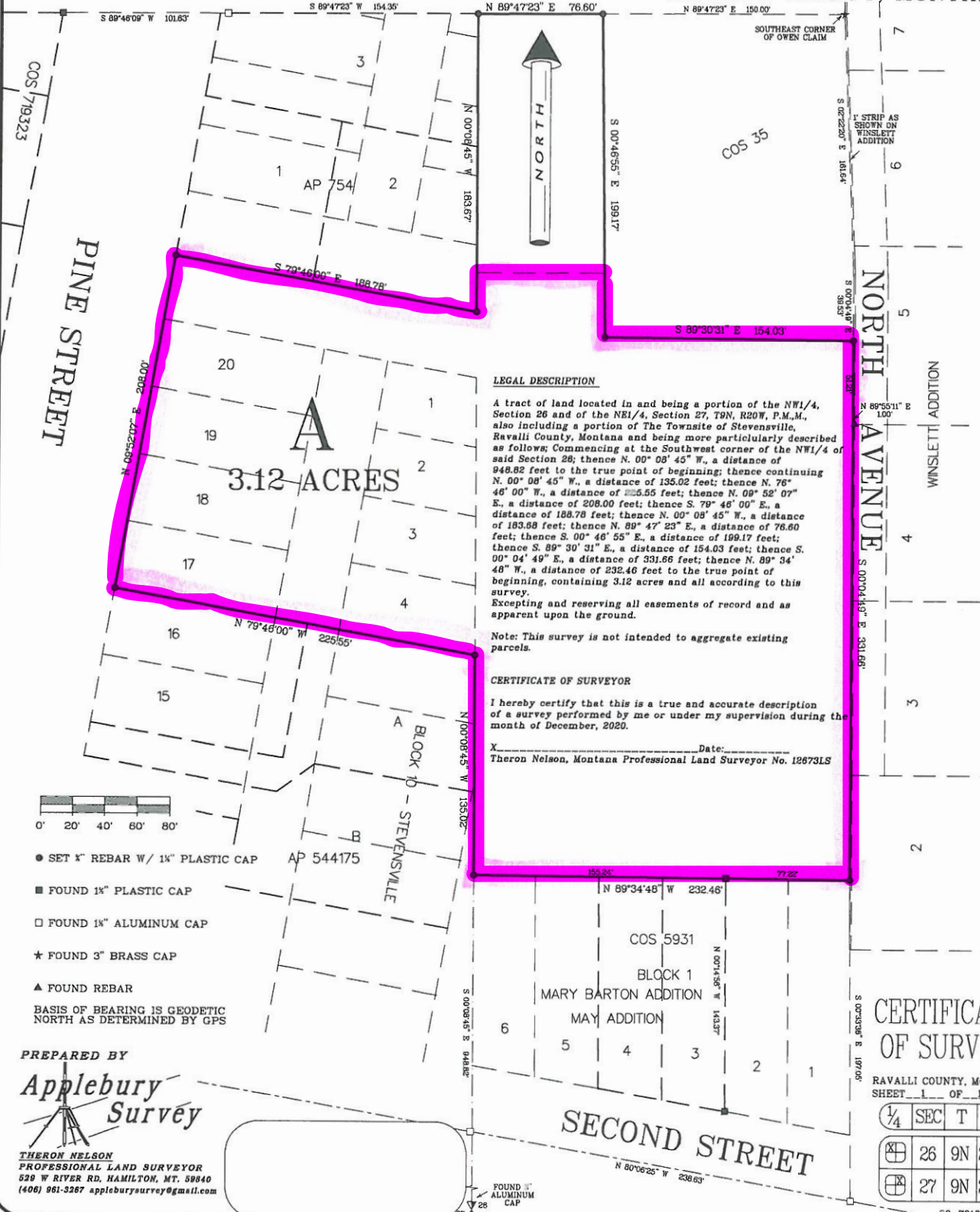
\_\_\_\_\_  
Brandon E. Dewey  
Mayor

\_\_\_\_\_  
Jenelle Berthoud  
Town Clerk

# CERTIFICATE OF SURVEY

PURPOSE: RETRACEMENT OF DOCUMENT 750035  
 OWNER: ILAMAR PROPERTIES LLC

A PORTION OF SECTIONS 26 &  
 27, T9N, R20W, P.M., ALSO  
 BEING A PORTION OF THE  
 TOWNSITE OF STEVENSVILLE,  
 RAVALLI COUNTY, MONTANA



**LEGAL DESCRIPTION**

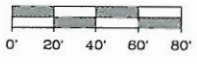
A tract of land located in and being a portion of the NW1/4, Section 26 and of the NE1/4, Section 27, T9N, R20W, P.M., also including a portion of The Townsite of Stevensville, Ravalli County, Montana and being more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of said Section 28; thence N. 00° 08' 45" W., a distance of 948.82 feet to the true point of beginning; thence continuing N. 00° 08' 45" W., a distance of 135.02 feet; thence N. 76° 46' 00" W., a distance of 208.00 feet; thence S. 79° 46' 00" E., a distance of 188.78 feet; thence N. 00° 08' 45" W., a distance of 183.88 feet; thence N. 89° 47' 23" E., a distance of 76.60 feet; thence S. 00° 46' 55" E., a distance of 199.17 feet; thence S. 89° 30' 31" E., a distance of 154.03 feet; thence S. 00° 04' 49" E., a distance of 331.66 feet; thence N. 89° 34' 48" W., a distance of 232.46 feet to the true point of beginning, containing 3.12 acres and all according to this survey.

Excepting and reserving all easements of record and as apparent upon the ground.

**CERTIFICATE OF SURVEYOR**

I hereby certify that this is a true and accurate description of a survey performed by me or under my supervision during the month of December, 2020.

X \_\_\_\_\_ Date: \_\_\_\_\_  
 Theron Nelson, Montana Professional Land Surveyor No. 12673LS



- SET X" REBAR W/ 1/4" PLASTIC CAP
  - FOUND 1/4" PLASTIC CAP
  - FOUND 1/4" ALUMINUM CAP
  - ★ FOUND 3" BRASS CAP
  - ▲ FOUND REBAR
- BASIS OF BEARING IS GEODETIC NORTH AS DETERMINED BY GPS

PREPARED BY  
**Applebury Survey**  
 THERON NELSON  
 PROFESSIONAL LAND SURVEYOR  
 529 W RIVER RD, HAMILTON, MT. 59840  
 (406) 961-3267 appleburysurvey@gmail.com

**CERTIFICATE OF SURVEY**  
 RAVALLI COUNTY, MONTANA  
 SHEET 1 OF 1

|     |     |     |   |
|-----|-----|-----|---|
| 1/4 | SEC | T   | R |
| 26  | 9N  | 20W |   |
| 27  | 9N  | 20W |   |

20-7918

**File Attachments for Item:**

b. Discussion/Decision: First Reading of Ordinance No. 168, re-zoning certain parcels from R1 to R2 Residential



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | New Business   |
| <b>Person Submitting the Agenda Item:</b>           | Brandon Dewey  |
| <b>Second Person Submitting the Agenda Item:</b>    |  |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Discussion/Decision: First Reading of Ordinance No. 168, re-zoning certain parcels from R1 to R2 Residential |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |

ORDINANCE No. 168

---

AN ORDINANCE OF THE TOWN OF STEVENSVILLE, MONTANA,  
CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY FROM “R1,  
LOW DENSITY RESIDENTIAL” TO “R2, MEDIUM DENSITY RESIDENTIAL”.

SECTION 1. The parcels, legally described by the attachment hereto and depicted by the accompanying map, is hereby re zoned “R2, Medium Density Residential” contingent upon final plat of the Twin Creeks Subdivision.

PASSED on first reading by the Town Council of the Town of Stevensville, Montana, on this \_\_\_\_ day of \_\_\_\_\_ 2021.

Approved:

Attest:

\_\_\_\_\_  
Brandon E. Dewey  
Mayor

\_\_\_\_\_  
Jenelle Berthoud  
Town Clerk

PASSED AND ADOPTED on second reading by the Town Council of the Town of Stevensville, Montana, on this \_\_\_\_ day of \_\_\_\_\_ 2021.

Approved:

Attest:

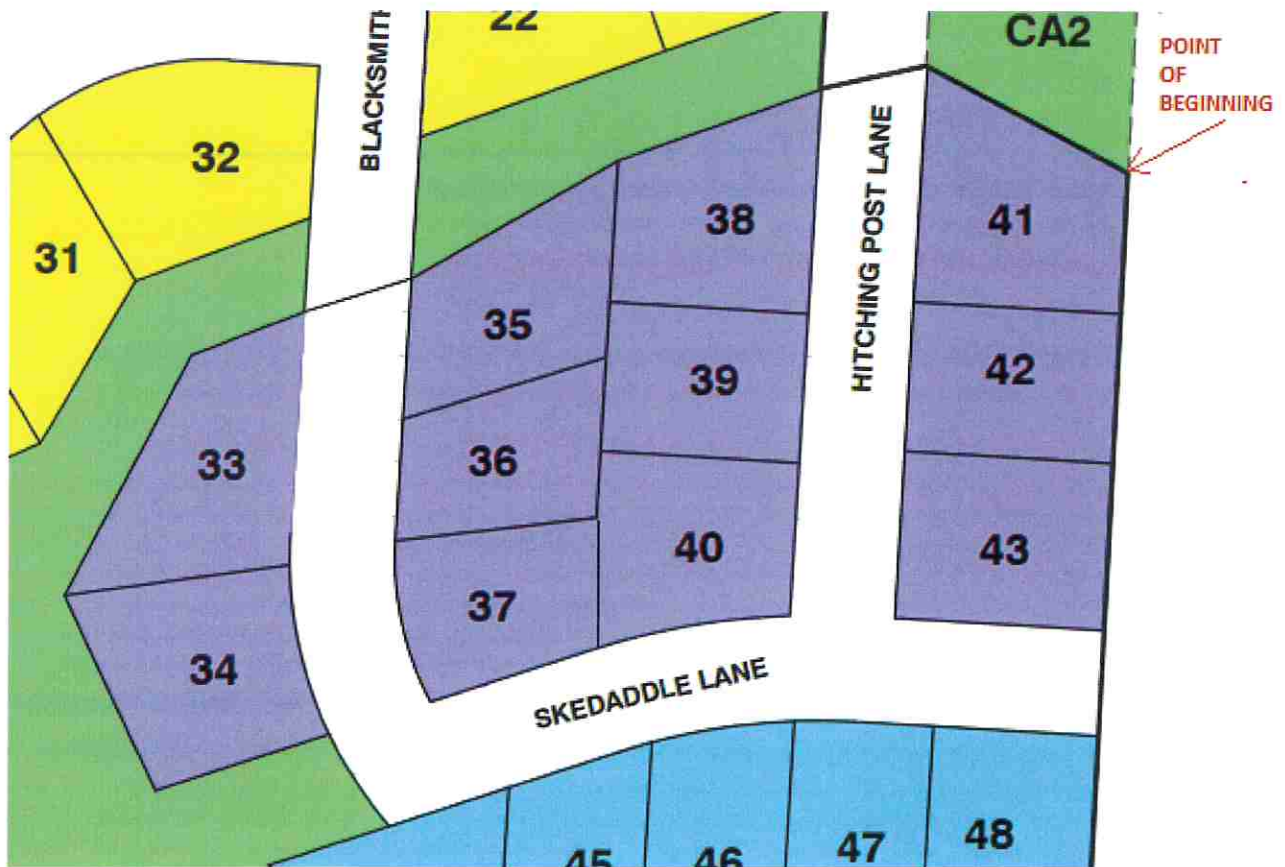
\_\_\_\_\_  
Brandon E. Dewey  
Mayor

\_\_\_\_\_  
Jenelle Berthoud  
Town Clerk

## TWIN CREEKS – PHASE 3 REZONING LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN AND BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PMM, RAVALLI COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF COMMON AREA 2 OF TWIN CREEKS, PHASE 2, A SUBDIVISION OF RAVALLI COUNTY; THENCE ALONG THE EAST BOUNDARY OF SAID NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, S02°45'57"W 260.23 FEET; THENCE N86°41'24"W 139.15 FEET TO A TANGENT POINT OF CURVATURE; THENCE AN ARC DISTANCE OF 159.37 FEET ALONG SAID TANGENT CURVE TO THE LEFT, OF RADIUS 430.00 FEET AND DELTA 21°14'09" TO A POINT ON A TANGENT LINE; THENCE ALONG SAID TANGENT LINE, S72°04'27"W 258.55 FEET; THENCE N25°25'06"W 122.68 FEET; THENCE N27°59'01"E 154.48 FEET; THENCE N68°56'38"E 68.43 FEET; THENCE N72°34'55"E 64.15 FEET; THENCE N60°13'08"E 135.77 FEET; THENCE N70°36'14"E 123.31 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID TWIN CREEKS, PHASE 2; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTH BOUNDARY: N78°02'04"E 62.20 FEET; THENCE S62°08'08"E 129.80 FEET TO THE POINT OF BEGINNING, CONTAINING 3.53 ACRES.





**File Attachments for Item:**

c. Discussion/Decision: Re-phasing request for phases II & III of the Twin Creeks Subdivision



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | New Business   |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey   |
| <b>Second Person Submitting the Agenda Item:</b>    |  |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Discussion/Decision: Re-phasing request for phases II & III of the Twin Creeks Subdivision |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |



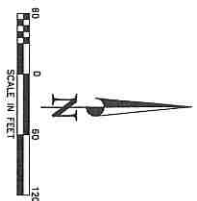
**AS APPROVED**

**LEGEND**

- PHASE 2
- PHASE 3
- COMMON AREA
- CA COMMON AREA

**FINAL PLAT FILING DEADLINES:**

- PHASE 1 - JANUARY 15, 2022
- PHASE 2 - JANUARY 15, 2026



|   |                      |  |   |   |                   |  |          |            |            |      |            |      |            |      |            |      |            |      |
|---|----------------------|--|---|---|-------------------|--|----------|------------|------------|------|------------|------|------------|------|------------|------|------------|------|
| <p><b>APPROVED</b></p> <p style="font-size: 24pt; font-weight: bold;">1</p> | <p>FEB. 16, 2021</p> | <p><b>Professional Consultants Inc.</b><br/> <small>1000 N. 10th Street, Suite 100, Stevensville, MT 59755<br/>         Phone: (406) 339-1111 Fax: (406) 339-1112<br/>         www.pci-consultants.com</small></p> | <p><b>TWIN CREEKS, PHASES 2 &amp; 3</b></p> <p><b>PHASE 2 &amp; 3</b></p> <p>STEVENSVILLE, MT      RAVALLI COUNTY</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">PROJECT # 8025-20</td> </tr> <tr> <td style="font-size: 8pt;">DRAWN BY</td> <td style="font-size: 8pt;">CHECKED BY</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">DATE</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">DATE</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">DATE</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">DATE</td> </tr> <tr> <td style="font-size: 8pt;">REVISED BY</td> <td style="font-size: 8pt;">DATE</td> </tr> </table> | PROJECT # 8025-20 |  | DRAWN BY | CHECKED BY | REVISED BY | DATE | REVISED BY | DATE | REVISED BY | DATE | REVISED BY | DATE | REVISED BY | DATE |
| PROJECT # 8025-20   |                      |  |   |   |                   |  |          |            |            |      |            |      |            |      |            |      |            |      |
| DRAWN BY  | CHECKED BY           |  |   |   |                   |  |          |            |            |      |            |      |            |      |            |      |            |      |
| REVISED BY  | DATE                 |  |   |   |                   |  |          |            |            |      |            |      |            |      |            |      |            |      |
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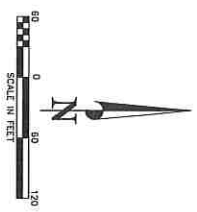
**AS PROPOSED**

**LEGEND**

- PHASE 2
- PHASE 3
- PHASE 3 - REZONE TO R-2
- COMMON AREA
- COMMON AREA
- COMMON AREA

**NOTE:**  
THE LOTS IN PHASES 2 AND 3 WILL BE  
RENUMBERED LOT 54-102

- FINAL PLAT FILING DEADLINES:**
- PHASE 1 - JANUARY 15, 2022
  - PHASE 2 - JANUARY 15, 2026



| <b>PROPOSED</b> | <b>2</b> | <p><b>TWIN CREEKS, PHASES 2 &amp; 3</b></p> <p><b>PHASE 2 &amp; 3</b></p> <p>STEVENSVILLE, MT      RAVALLI COUNTY</p> | <p>PROJECT # 0225-20</p> <table border="1" style="font-size: 8px;"> <tr> <th>DATE</th> <th>BY</th> <th>CHECKED</th> <th>IS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> | DATE | BY | CHECKED | IS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**File Attachments for Item:**

d. Consent Item - Discussion/Decision: Stevensville Airport Leases



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |   |
|---|---|
| <b>Agenda Item Type:</b>                            | New Business  |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey  |
| <b>Second Person Submitting the Agenda Item:</b>    |   |
| <b>Submitter Title:</b>                             | Mayor   |
| <b>Submitter Phone:</b>                             |   |
| <b>Submitter Email:</b>                             |   |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021  |
| <b>Agenda Topic:</b>                                | Consent Item - Discussion/Decision: Stevensville Airport Leases |
| <b>Backup Documents Attached?</b>                   | Yes   |
| <b>If no, why not?</b>                              |   |
| <b>Approved/Disapproved?</b>                        | Approved  |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021  |
| <b>Notes:</b>                                       |   |



**TOWN COUNCIL  
Agenda Communication**

**Regular Meeting  
April 22, 2021**

**Agenda Item:** Consent Item - Discussion/Decision: Stevensville Airport Leases

**Other Council Meetings**

**Exhibits**

a. Land leases

*This agenda item provides Council with the ability to approve several land leases at the Stevensville Municipal Airport.*

**Background:**

The following leases are due for renewal at the Stevensville Municipal Airport:

- William & Nancy Roschi
- Paul O'Leary
- Dean Whitesitt
- Craig Thomas
- Delbert Schwaderer

The following leases are new leases and will bring new hangars to the airport:

- Randy Okon
- Charlie Hall

**Board/Commission Recommendation:**  **Applicable** -  **Not Applicable**

The Airport Board recommends that the Town Council approve the leases.

**Alternative(s):** Do not approve the leases.

**MOTION**

**I move to:** to approve the airport land leased under the consent agenda item.



## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **AtlPac Air, LLC**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **2700** square feet of land described as **Lot 1, Block 3** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **2700** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ 0.65 per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$1,755.00 due, plus a onetime non-refundable application fee of \$50.00.



## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

| If notice to the Lessor:   | If notice to the Lessee:  |
|--|---|
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | <b>AtlPac Air, LLC</b><br>c/o Charles Hall<br>1059 Rancho Lindo Drive<br>Petaluma, CA 94952 |

# Stevensville Airport Land Lease

## V. Termination of Lease

24. **Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

24.1. **Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

24.2. **Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

24.3. **Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

25. **Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

26. **Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **Paul and Elaine O’Leary**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **2500** square feet of land described as **Lot 3, Block 1** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **2500** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ N/A per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$ NA due.

## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

|  |   |
|--|---|
| If notice to the Lessor:   | If notice to the Lessee:  |
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | Paul and Elaine O'Leary<br>72 Gold Creek Lakes Lane<br>Gold Creek, MT 59733 |



# Stevensville Airport Land Lease

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## V. Termination of Lease

**24. Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

**24.1. Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

**24.2. Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

**24.3. Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

**25. Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

**26. Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **Randy Okon**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **3000** square feet of land described as **Lot 10, Block 1** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **3000** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ 0.65 per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$1,950.00 due, plus a onetime non-refundable application fee of \$50.00.

## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

|  |                                      |
|--|--------------------------------------|
| If notice to the Lessor:   | If notice to the Lessee:             |
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | Randy Okon<br><br>Missoula, MT 59801 |

# Stevensville Airport Land Lease

## V. Termination of Lease

24. **Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

24.1. **Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

24.2. **Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

24.3. **Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

25. **Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

26. **Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **William and Nancy Roschi**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **2500** square feet of land described as **Lot 1, Block 1** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **2500** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ N/A per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$ NA due.



## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

|  |   |
|--|---|
| If notice to the Lessor:   | If notice to the Lessee:  |
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | William and Nancy Roschi<br>PO BOX 71<br>Stevensville, MT 59870 |

# Stevensville Airport Land Lease

## V. Termination of Lease

24. **Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

24.1. **Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

24.2. **Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

24.3. **Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

25. **Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

26. **Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **Delbert Schwaderer and Jonathan R. Lion**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **5250** square feet of land described as **Lot 6, Block 5** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **5250** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ N/A per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$ NA due.

## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

|  |  |
|--|--|
| If notice to the Lessor:   | If notice to the Lessee:   |
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | Delbert Schwaderer<br>3925 Flying Lane<br>Stevensville, MT 59870 |



# Stevensville Airport Land Lease

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## V. Termination of Lease

**24. Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

**24.1. Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

**24.2. Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

**24.3. Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

**25. Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

**26. Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **Craig E. Thomas**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **3000** square feet of land described as **Lot 6, Block 2** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **3000** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ N/A per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$ NA due.

### *IV. Terms and Conditions*

## Stevensville Airport Land Lease

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8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

|  |   |
|--|---|
| If notice to the Lessor:   | If notice to the Lessee:                                  |
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | Craig Thomas<br>4189 Ember Lane<br>Stevensville, MT 59870 |

# Stevensville Airport Land Lease

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## V. Termination of Lease

**24. Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

**24.1. Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

**24.2. Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

**24.3. Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

**25. Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

**26. Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

## Stevensville Airport Land Lease

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This land lease is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to Stevensville Town Resolution 478 (attached as Exhibit A), any other approved Town Resolutions and incorporated by reference herein, between the TOWN OF STEVENSVILLE, hereafter “Lessor” and **Dean and Margaret Whitesitt**, hereafter “Lessee”.

### *I. Purpose*

1. Lessor agrees to lease to the Lessee **1800** square feet of land described as **Lot 3, Block 1** (attached as Exhibit B) of the Stevensville Airport, hereafter “Premises” subject to the terms and conditions set forth herein.
2. The parties agree that the Lessee shall use Premises for general aviation-related purposes such as storing, maintaining, repairing, rebuilding, and inspecting aircraft.

### *II. Term and Renewal of Lease*

3. **Term.** This lease shall be for a twenty (20) year period, beginning upon execution of the agreement and ending on the **1st day of May, 2021** unless terminated as set forth by the terms of this lease.
4. **Renewal.** If Lessee has made all required lease payments and has remained in full compliance with all terms and obligations of this lease the Lessee shall have the option to renew the lease under similar terms and conditions and as mutually agreed upon with the Lessor.

### *III. Payment*

5. **Annual Rate.** Lessee agrees to pay Lessor **\$0.14** per square foot annually for **1800** square feet beginning upon the effective date of this lease. Annual lease payments shall be due on July 1 of each year until its expiration or termination date, with the first year of the lease and final year prorated to July 1 and/or the expiration date.
  - 5.1. **Location.** Lessee agrees to pay all obligations of the lease in check, cash, or money order at the Town of Stevensville at 206 Buck Street, Stevensville, Montana 59870.
6. **Rate Increases.** Lessor, at its discretion may annually increase the rate charged in this lease. Lessor shall give notice to Lessee of any such increase on or before June 1 of any given year, which rate shall be effective on July 1; provided that that no single rate increase shall exceed ten (10) percent and that any rate increase shall apply uniformly to the same lease rate at the airport. Failure to give such notice shall prohibit Lessor from increasing the rate for that year.
7. **Infrastructure Fee.** Lessee agrees to a one time infrastructure fee of \$ N/A per square foot of building size to be paid at the time of the execution of this lease for a total sum of \$ NA due.



## Stevensville Airport Land Lease

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### *IV. Terms and Conditions*

8. **Condition of Premises.** Lessee has inspected and accepts Premises in its present condition.
9. **Compliance with Law.** Lessee shall utilize the land in compliance with all applicable state and federal laws, town ordinances and resolutions, and FAA regulations in effect as of the execution of this agreement. Lessee further agrees to observe and obey all new rules and regulations that Lessor may from time-to-time promulgate during the term of this lease and any successive renewals.
10. **Hangar Construction.** Lessor acknowledges that Lessee will construct hanger on Premises and that the same will conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA.
  - 10.1. **Additional Construction or Modification of Existing Structures.** Lessee may, during the term of this lease, including renewals, erect other buildings and improvements only with Lessor's prior written consent. Lessee further agrees that any such building shall also conform to the existing building codes enforced in the Town of Stevensville and requirements set forth by the FAA. Lessee shall not modify any existing structure or land on the lease premises, except as expressly permitted by Lessor in writing.
11. **Maintenance.** Lessee shall keep all buildings and improvements well painted and in good repair and good maintenance. Lessee shall store all trash, debris, and waste matters in metal containers and shall keep the area Lessee may use around such structures in neat and clean appearance.
12. **Hazards.** Lessee shall not permit hazards or anything that might be defined as a hazard by Lessor to exist on the Premises. Lessor reserves the right to abate any hazard considered immediate by the Lessor without notice. In the event of abatement by Lessor, Lessee shall be liable to Lessor for the costs of such abatement. The term "hazard" shall mean any course of conduct or condition which might subject the Stevensville Airport or any person using the same, to loss of life, limb, or property, or any course of conduct or condition which is or may be defined by Lessor as constituting a hazard.
13. **Indemnification.** Lessee agrees to indemnify and hold Lessor harmless from and against all liability for injuries to persons or damage to property cause by Lessee's negligent use or occupancy of the Premises; provided however, that Lessee shall not be liable for any injury, damage, or loss occasioned the negligence of the Lessor.
14. **Notice of Lawsuit.** Lessor agrees to give prompt and timely notice of any claim made or suit instituted which in anyway directly or indirectly, contingently, or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of Lessee's own interest.
15. **Inspection of Property.** Lessor reserves the right, for itself and its agents, to enter upon and inspect the Premises and any improvements constructed thereon, provided that such

## Stevensville Airport Land Lease

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inspection shall occur during normal business hours and shall be preceded by reasonable notice to Lessee.

- 16. Violations of Terms.** In case of violation of any terms by Lessee, and upon Lessee's failure to cure or discontinue such violation within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated and Lessor or its agents may immediately re-enter and take possession of the Premises without further demand or notice.
- 17. Failure to Pay/Late Fees.** Failure on the part of Lessee to make a lease payment within 30 days of its due date shall result in a twenty (20) percent penalty being assessed against the Lessee. If payment of the full amount due, plus any penalty assessment, is not made within 60 days of the original due date, the Lessee shall be considered in default of the lease.
- 18. Termination.** In case of Lessee's failure to cure such default within ten (10) days after written notice is delivered to Lessee, then this lease shall become null, void, and terminated.
- 19. Attorney's Fees.** Should any action be brought by either Lessee or Lessor to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine
- 20. Severability.** In the event that any term(s) or provision(s) is held to be invalid by any court of competent jurisdiction, the invalidity of any such term or provision shall not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the remaining and valid terms and provisions of this agreement.
- 21. Waiver.** No failure by Lessor to exercise any right contained in this agreement shall be construed as a waiver of any such right.
- 22. Assignment and Subleasing.** This Agreement shall bind the parties and their respective heirs, personal representatives, and successors in title; provided however that the Lessee hereunder may not assign his or her rights, sublease, or delegate its obligations hereunder without the prior written consent of the Lessor and a new lease entered into.
- 23. Notice and Service.** Service of any notice required may be made personally or by written notice. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage pre-paid, to the addresses specified below:

| If notice to the Lessor:   | If notice to the Lessee:  |
|--|---|
| Town of Stevensville<br>PO Box 30<br>206 Buck Street<br>Stevensville, MT 59870 | Dean and Margaret Whitesitt<br>121 Middle Burnt Fork Road<br>Stevensville, MT 59870 |

# Stevensville Airport Land Lease

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## V. Termination of Lease

**24. Termination of Lease.** Upon expiration or other termination of this agreement, or any renewal, Lessee's rights to use the premises, facilities, rights, licenses, services, and privileges herein shall cease and upon expiration Lessee shall surrender the same.

**24.1. Removal of Buildings.** Lessee is specifically allowed to remove the steel hangar that Lessee caused to be erected on the premises. Lessee shall not be obligated to remove the concrete foundation upon which the hangar is situated if the foundation is in good repair.

**24.2. Damage from Removal.** Lessee shall, upon removal of the building, concrete foundation, and other personal property, repair all damages resulting from such removal.

**24.3. Time for Removal.** Any property not removed by Lessee shall, within thirty (30) days after the expiration or termination of the lease, become a part of the real property and title shall vest in Lessor.

## VI. Modification and Completeness

**25. Modification.** This instrument contains the full text of the lease agreement between the parties and may not be altered or modified except by a written agreement signed by both parties.

**26. Entire Agreement.** This instrument is an integrated agreement (i.e. an integrated contract) that constitutes the final, entire, and complete expression of the agreement of the parties. No prior, subsequent, or additional terms, conditions, or representations are to be considered as part of the contract between the parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties with respect to the subject matter hereof, and the parties intend that no parol or extrinsic evidence shall be admitted to vary or supplement its terms. There are no other subsisting agreements or understandings between the parties, either oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Lessor  
Town of Stevensville

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Lessee

By: \_\_\_\_\_  
By: \_\_\_\_\_

**File Attachments for Item:**

e. Discussion/Decision: Lease Agreement for office space for the Stevensville Municipal Airport



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |  |
|---|--|
| <b>Agenda Item Type:</b>                            | New Business   |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey   |
| <b>Second Person Submitting the Agenda Item:</b>    |  |
| <b>Submitter Title:</b>                             | Mayor  |
| <b>Submitter Phone:</b>                             |  |
| <b>Submitter Email:</b>                             |  |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021   |
| <b>Agenda Topic:</b>                                | Discussion/Decision: Lease Agreement for office space for the Stevensville Municipal Airport |
| <b>Backup Documents Attached?</b>                   | Yes  |
| <b>If no, why not?</b>                              |  |
| <b>Approved/Disapproved?</b>                        | Approved   |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021   |
| <b>Notes:</b>                                       |  |

**COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effective April 9, 2021, by and between **TAZ Properties LLC, a Montana limited liability company**, with mailing address of 4578 Montana Trail, Stevensville, Montana, 59870, hereinafter referred to as "Landlord," and **Town of Stevensville – Municipal Airport**, a division of the Town of Stevensville, an incorporated municipality, hereinafter referred to as "Tenant."

**WITNESSETH:**

In consideration of the agreements hereinafter set forth, the parties hereby lease and let to Tenant, and Tenant does hereby lease from Landlord the leased premises, hereinafter described, for the period, at the rental rate, and upon the terms and conditions set forth below.

**1. LEASED PREMISES**

The leased premises shall consist of 7'x 8' Bathroom, 7' x 10' Lounge, 11 x 16 Office Space, being a portion of that certain building (the "Building") located at Lot 1, Block 6 of the Stevensville Airport, Stevensville, Montana, and associated common property including parking. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises for the purpose of calculating base rent under this Lease, regardless of any actual measurements of the interior space of the leased premises, and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The ground floor footprint of 302 rentable square feet (again, a stipulated figure which shall not be adjusted by virtue of actual measurement or alteration) shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not be confused.

**2. TENANT IMPROVEMENT ALLOWANCE**

Landlord shall perform no Tenant Improvements. The leased premises shall be delivered "as is" condition, but broom and mop clean.

**3. COMMENCEMENT; TERM OF LEASE; AND OPTION TO RENEW**

The initial term of this Lease shall be for a period of three (3) year commencing on April 22, 2021 (the "Lease Commencement Date") and expiring on April 30, 2024 (the "Initial Lease Term"). In this connection, a period from May 1 - April 30 shall be termed a "Lease Year" under this Lease. Lessee shall be entitled to possession and occupancy of the leased premises on April 22, 2021 (the "Occupancy Date"); provided that this Lease Agreement has been executed by all parties and that the payment of the first month's rental rate for all units for April 2021, and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant pursuant to Paragraph 14 herein below shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenant's intended use. If the Tenant obtains or begins to construct their own building at the Airport, they may cancel this lease at any time with a 180 notice without having to pay the remainder of the lease terms and the lease will be cancelled after the 180 days.



**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

Provided Tenant is not in default hereunder, Tenant shall have the right and option, to be exercised in its sole discretion, to extend the term of this Lease for two consecutive 1-year Renewal Terms, the first of which shall commence on May 1, 2024 and end on April 30, 2025, with the successive optional Renewal Term following likewise and ending April 30, 2026. All terms and conditions of this Lease shall remain in effect for all such Renewal Terms, save and except the base rent which shall be adjusted annually and to increase 5%, from the preceding Lease Year's base rental rate for each Lease Year of the Renewal Term.

In order to exercise this renewal option at the end of the Lease Term or applicable Renewal Term, Tenant must give written notice of such renewal to Landlord not later than 180 calendar days prior to the expiration of the then current Lease Term or Renewal Term. Failure to give timely written notice of the exercise of the renewal option in this manner shall constitute a waiver and relinquishment of the renewal option and such renewal option shall be of no further force or effect.

**4. RENT**

a. For the first Lease Years of 2021-2024 in the Initial Lease Term Tenant shall pay base rent in the annual sum of \$3,600, payable in twelve equal monthly amounts. Base Rent shall adjust annually for all Lease Years during the Initial Lease Term pursuant to the limits set forth above. Rent shall commence April 22, 2021 (the "Rent Commencement Date") and shall be payable in advance on the first day of each and every month over the Initial Lease Term and any Renewal Term as applicable.

b. Tenant shall pay said monthly rent in said amounts in advance commencing on the Rent Commencement Date, and on the first day of each and every month thereafter during the term of this Lease.

c. The base rents shall increase by 5% annually pursuant to Paragraph 3 above for the one-year Renewal Terms (possible Lease Years 4 and 5).

**5. SECURITY DEPOSIT**

A Security Deposit of \$300.00 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The parties acknowledge that this amount is already in the possession of Landlord, being the Security Deposit amount from the previous lease term. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may co-mingle the Security Deposit with Landlord's other funds.

If the Landlord must apply any part of the Security Deposit to cure any default of Tenant hereunder, but the Lease remains in effect, the Tenant shall promptly pay to the Landlord upon demand such amount as will restore the full balance of the Security Deposit to its original \$300.00 amount.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration or termination of this Lease.

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

6. USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenant's business, described as an airport manager's office and pilot's lounge/bathroom.. Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupant's health, safety, and welfare, or the welfare of the leased premises, nor for any purpose which will increase risks covered by insurance on the premises and result in an increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring, and ceiling of the leased premises are adequately protected from any moisture or water damage as might result from Tenant's operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlord's prior approval as to such measures under Paragraph 8 below.

7. COMPLIANCE WITH PUBLIC AUTHORITIES

Tenant agrees, at Tenant's cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenant's particular use of the leased premises. It is understood, that the Tenant is responsible for building modifications, if any, required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leased premises desired by Tenant would trigger any obligation on the part of the Landlord to make other changes to the building to comply with any law or regulation from which the building is otherwise exempted or grandfathered, then the Landlord shall have the discretion to refuse Tenant's desired alteration.

8. TENANT'S ALTERATIONS

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters, and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlord's prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenant's removal of such fixture and restoration of the leased premises to their original condition at Tenant's sole expense at the termination of the tenancy. Tenant shall use a licensed contractor for all such work (unless excused from this requirement by Landlord in writing), which contractor must be approved in advance by Landlord in writing, with Landlord's consent in this regard not to be unreasonably withheld or delayed. Prior to undertaking any such alteration work, Tenant shall request in writing Landlord's permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord. At the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

All alterations, additions, or improvements made by Tenant to or upon the leased premises, (except signs, equipment, counters, other removable trade fixtures, interior decorations and surveillance video equipment which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Landlord's property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of this Lease, and without notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may (upon notice) remove and store the same at Tenant's expense. Tenant will promptly reimburse Landlord for the expense of such removal and storage, upon receiving Landlord's statement. If Tenant fails to pay for such expense within thirty (30) days of receiving Landlord's statement therefore, Landlord may sell Tenant's property to pay such expenses and any other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this Lease shall become the property of Landlord, at Landlord's option, subject to the rights reserved to Landlord in this Lease hereinbefore set forth.

**9. SIGNS**

Landlord and Tenant shall mutually agree upon the design and location of Tenant's exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlord's approval and such approval shall not be unreasonably withheld or delayed. Tenant shall be responsible for all sign costs.

**10. UTILITIES**

Tenant shall be responsible for and pay for all utilities provided to the leased premises and assessed by virtue of Tenant's use and occupancy of the leased premises, including any hook-up charges as of April 9, 2020. Tenant shall place all such utility accounts in its own name where possible and shall make timely payment for all such utility services provided. Utilities provided by Ravalli County Electric to the leased premises are measured on Ravalli County Electric meters numbered 35525509 and 35525513. The meters measure electricity provided to the leased premises and other premises. Tenant agrees to be responsible for and pay all utilities provided and measured by the two Ravalli County Electric meters referred to in this section.

**11. INDEMNITY**

Tenant assumes all risk of injury or damages to persons or property within the leased premises and shall hold Landlord harmless and indemnify Landlord against any claim, damage, suit or demand for injury to persons or property resulting from, or arising out of in any manner, the use of the leased premises by Tenant, its agents, employees, or business invitees, or the operation of Tenant's business. Notwithstanding the foregoing, however, Tenant shall not be liable for the negligent or intentional acts or omissions of Landlord or its contractors, agents, servants, or employees. Tenant shall not be liable for any liability arising out of or in connection with any structural defects of the leased premises or the building and improvements upon or adjacent to the leased premises.

The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

Montana; (2) the consent of the Town of Stevensville or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the Town of Stevensville beyond the waiver provided in Title 2, Ch. 9, Montana Codes Annotated.

12. INSURANCE

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage of bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance. Landlord shall be named as an additional insured on all liability insurance policies. The policies shall contain provisions indicating the Landlord will receive at least thirty (30) days' notice prior to cancellation of any liability insurance policy.

(b) Public Liability, Fire, and Casualty Insurance. Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises.

(c) Tenant's Personal Property. Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

13. WAIVER OF SUBROGATION

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

14. CONDITION OF LEASED PREMISES

Prior to taking possession of the leased premises on the Occupancy Date, Tenant has inspected the leased premises for any material defects affecting Tenant's use and enjoyment of the premises. The leased premises are accepted in their "AS IS" condition.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

15. TENANT'S POSSESSION: LANDLORD'S RIGHT TO INSPECT Landlord

covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

**16. REPAIR AND MAINTENANCE**

At its expense, Tenant shall keep the interior of the leased premises in good condition and repair, including by way of example, but not limitation, carpet, windows, doors, interior wall surfaces, lighting fixtures, replacement bulbs and fluorescent tubes, pest control. If Tenant refuses or neglects to commence or complete such repairs promptly and adequately, Landlord may, but shall not be required to do so, make or complete the repairs; and Tenant shall pay the cost thereof to Landlord upon demand. Tenant shall further be responsible and pay for any damages to the interior or exterior of the leased premises caused by Tenant, its employees, agents, and business invitees.

Except as herein set forth, Landlord shall repair all structural defects and exterior damages to the leased premises and shall keep the foundation, exterior walls and roof in good order and repair. In addition, Landlord shall be responsible for maintenance and repair of common elements of mechanical systems, including but not limited to, plumbing, electrical, and lighting located upon the leased premises. However, in the event of window or door breakage caused by burglary or vandalism, or by unknown cause, or by Tenant, its employees, agents, or business invitees whether by tenant abuse or misuse, Tenant shall repair the damages.

If any damage is covered by either Landlord's or Tenant's insurance, the proceeds from the insurance shall be used to make the repairs.

**17. CLEANLINESS AND WASTE**

Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

**18. LIENS**

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

**19. DEFAULT**

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

(a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or, If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default.

(b) If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

(c) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or

(d) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased premises for such period for re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

(e) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

**20. SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY**

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent shall not run or accrue after



**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.

**21. SUBORDINATION**

Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

**22. NOTICE**

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

**LANDLORD:**

TAZ Properties LLC  
4578 Montana Trail  
Stevensville, MT 59870

**TENANT:**

Town of Stevensville  
206 Buck Street  
P.O. Box 30 Stevensville, MT 59870

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.

**23. RELATIONSHIP BETWEEN PARTIES**

The legal relationship between the parties hereto is that of Landlord and Tenant and nothing herein contained shall be construed or interpreted so as to make their relationship otherwise.

**24. WAIVER**

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

**25. ASSIGNABILITY AND SUBLEASING**

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

**26. SUCCESSORS AND ASSIGNS**

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

**27. ALL AGREEMENTS CONTAINED HEREIN**

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

**28. TIME**

It is mutually agreed by and between the parties that TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.

**TAZ Properties LLC/Town of Stevensville Lease  
Airport Office Space, Stevensville, MT**

29. HEADINGS

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

30. ATTORNEY'S FEES AND COSTS

If either party defaults in its performance, the defaulting party agrees to pay, on demand, the other party's reasonable Attorney's fees and costs for the preparation and serving of the written notices of default and in the enforcement of this Lease, including all legal actions. In the event that either party brings any action to enforce or interpret any of the terms of this Lease agreement, the substantially prevailing party shall be entitled to an award of all of its costs incurred in such action, including but not limited to, its reasonable attorney's fees, paralegal fees, and expert witness fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**LANDLORD:**

TAZ Properties LLC

By: Donald R. Perry  
Its Member

By: \_\_\_\_\_  
Its Member

**TENANT:**

Town of Stevensville

By: \_\_\_\_\_  
Brandon E. Dewey,  
Its: Mayor & Chief Executive Officer

**File Attachments for Item:**

f. Discussion/Decision: 2021-2023 Strategic Plan



## Stevensville Town Council Meeting

### Agenda Item Request

**To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).**

|   |   |
|---|---|
| <b>Agenda Item Type:</b>                            | New Business                                  |
| <b>Person Submitting the Agenda Item:</b>           | Brandon E. Dewey                              |
| <b>Second Person Submitting the Agenda Item:</b>    |   |
| <b>Submitter Title:</b>                             | Mayor   |
| <b>Submitter Phone:</b>                             |   |
| <b>Submitter Email:</b>                             |   |
| <b>Requested Council Meeting Date for Item:</b>     | 04/22/2021                                    |
| <b>Agenda Topic:</b>                                | Discussion/Decision: 2021-2023 Strategic Plan |
| <b>Backup Documents Attached?</b>                   | Yes   |
| <b>If no, why not?</b>                              |   |
| <b>Approved/Disapproved?</b>                        | Approved                                      |
| <b>If Approved, Meeting Date for Consideration:</b> | 04/22/2021                                    |
| <b>Notes:</b>                                       |   |

2021 / 2023

# STRATEGIC PLAN



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# To Advance OUR TOWN'S VISION,

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The Town of Stevensville Town Council, Mayor, and staff are excited to present not only the 2021 / 2023 Strategic Plan, but a new vision statement for the first time in recent history.

This new vision statement is meant to carry us through the next two decades. It is our vision for the Stevensville of 2040, and we will fulfill that vision with a strategic approach.

The strategic plan provides an expression of priorities, as specific and measurable as possible, and cover a two-year period. They are not intended to be a comprehensive list of all city services and activities. Instead, this is a concrete, coordinated expression of the Mayor and Town Council's direction and focus.





**Stevensville is a safe, diverse, resilient, sustainable, and growing town known for its rich heritage, historic significance, natural beauty, economic prosperity, and exceptional quality of life for all.**

## **GOALS**

Safe and Healthy

Sustainable Resources

Innovative Infrastructure

Community Experience

Engaging with Our Partners

Targeted services that support, improve, and sustain individual health and community safety. Our town will proactively address public safety and social health in an endeavor to create a safe, healthy, supportive environment for Stevensville residents, businesses, and visitors.

**RIGHT RESOURCE, RIGHT TIME**

Develop improved integrated response to emergencies.

**COMMUNITY NEEDS**

Reinforce ongoing community policing efforts in Stevensville

**INCREASED STAFFING**

Focus efforts on the recruitment and retention of qualified volunteer and paid public safety staff to increase the organization’s ability to provide services.

**CITIZEN ENGAGEMENT AND EDUCATION**

Pursue programs that engage citizens and build the relationships between the community and Police and Fire Departments. Provide education opportunities that lead to reduced crime, property loss, and injury.

**BEAUTIFICATION**

Beautify Stevensville through community-wide clean and safe actions.



A commitment to making sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity.

### **LIVE WITHIN OUR MEANS**

Eliminate the gap between revenue and expenses through budgeting principles that prioritize expenditures and implement financial management practices that are sustainable, transparent, efficient, and accountable.

### **COMMUNICATION PLAN**

Continue to develop a communication plan that addresses strategies for creating a staff directory with photos; for celebrating the successes of the town; for pursuing recognition of town programs and projects; for improving the interface between Town Council and the Boards and Commissions; and for rewarding volunteerism.

Reinforce internal communication throughout the organization between town staff as well as the various departments.

### **PERFORMANCE MEASUREMENT**

Strengthen the link between the strategic planning process, the budget, and performance measures by better defining measurements and by producing operating reports that communicate progress toward goals established in the budget process.

### **COVID-19 RECOVERY PLANNING**

Work with stakeholders to develop a COVID-19 recovery plan that focuses on rebuilding a recruitment strategy.

### **SUPPORTED EMPLOYMENT**

Develop a program that matches individuals with disabilities with employment options that integrate into the organization and provide community benefit.



# 3 Innovative Infrastructure

To build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency.

## **AFFORDABLE SERVICES**

Maintain affordable and predictable taxes, rates, and charges for services. Limit annual growth of utility rates.

## **ENCOURAGE PRIVATE INVESTMENT**

Continue to plan and implement efforts that attract investors to support catalytic development projects and promote private investment into the community.

## **ENHANCE EXISTING PARK FACILITIES**

Develop a comprehensive review of potential enhancements at each of the town's existing parks to boost visitation and accommodate better accessibility.

## **IMPROVED STREETS**

Accelerate street improvement, such as grind-and-overlay and surface projects, to catch up on deferred maintenance.

## **EFFICIENT UTILITIES**

Develop and implement a plan for the conservation of water that addresses system-wide leakage, as well as consumer water waste.

## **INVEST IN OUR COMMUNITY ASSETS**

Support the smart use public assets and participate in the development and improvement of community facilities and spaces.

The equitable enhancement and protection of our entire town’s natural beauty and historic assets by respecting our past and building our tomorrow. Our innovative town will promote growth that connects people to place.

**PUBLIC ART**

Consider and adopt a public art program for the Town of Stevensville that includes a review process, funding strategy, and placement planning.

**MARKET STEVENSVILLE**

Market Stevensville advantages and experiences to grow jobs and economic investment.

**AVAILABLE HOUSING**

Increase housing quality and availability by supporting diverse housing and employment options.

**YOUTH PROGRAM EXPANSION**

Utilize interdepartmental assets to provide youth programming and to establish community policing practices that address truancy, academic failure, and crime prevention.

**PLANNING FOR GROWTH**

Update master plans and policies to create a forward-thinking growth plan for our community.

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## 5 Engaging with our Partners

Collaborations that re-energize and reimagine relationships with our partners that result in mutual success. The town will maximize strategic partnerships with agencies that work with us to provide services, as well as expand our partner base.



The Stevensville Town Council adopted the 2021/2023 Strategic Plan on ##-##-####. Follow along with the progress at [www.townofstevensville.com](http://www.townofstevensville.com).

**FOR MORE INFORMATION CONTACT**

The Mayor's Office  
206 Buck St.  
Stevensville, MT 59870

[mayor@townofstevensville.com](mailto:mayor@townofstevensville.com)

406.777.5271





**File Attachments for Item:**

g. Executive/Closed Session: Litigation discussion regarding Tribbensee v. Town of Stevensville



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